

DRAFT AGENDA

**REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 17, 2013**

**COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.**

4:00 P.M. MEETING

Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Mark Wagner, "Chevron", 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing

The City Council has the option to:

- 2) Forward the application to the State with a recommendation for approval;
- 3) Forward the application to the State with no recommendation; or
- 4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** Randy Guse, "Walgreens #05221", 1025 S. Milton Rd, Series 09 (liquor store - all spirituous liquor), Person Transfer and Location Transfer.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing

The City Council has the option to:

- 2) Forward the application to the State with a recommendation for approval;
- 3) Forward the application to the State with no recommendation; or
- 4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

- A. Consideration and Approval of Grant Agreement:** Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group for the Aircraft Parking Ramp Joint Repairs

RECOMMENDED ACTION:

Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group.

- B. **Consideration and Approval of Contract:** Wildcat Hill WWTP Bar Screen Replacement Project

RECOMMENDED ACTION:

Authorize award and execution of a construction contract with Hunter Contracting, for the purchase and installation of two Bar Screens for the Wildcat Hill Wastewater Treatment Plant. Total contract amount not to exceed \$320,700 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Utilities Pump and Well Maintenance Bid:** Utilities Well and Pump Maintenance Contract

RECOMMENDED ACTION:

Accept the bid for Utilities Well and Pump Maintenance Bid No. 2014-17, to The Pump Company of Goodyear, Arizona. In October of 2013, five (5) proposals were received for Utilities Well and Pump Maintenance Services. The pump Company submitted the most responsive and responsible bid. The initial contract is for two (2) years with the option to renew for three (3) additional one (1) year periods, upon mutual agreement between the City of Flagstaff and The Pump Company.

- D. **Approval of Draft 2014 City of Flagstaff State & Federal Legislative Priorities Agenda**

RECOMMENDED ACTION:

Approve the City of Flagstaff legislative priorities for 2014 covering regional, state and federal issues. Council approval will serve as the basis for positions and actions of City staff and contracted lobbyists representing the City in regional meetings, in state forums involving the Governor, state agencies or before the State Legislature, Congress and federal agencies.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Contract of Purchase Through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Agreement:** Zamboni Model 546 Ice Resurfacer, with accessories.

RECOMMENDED ACTION:

Approve the purchase of a Zamboni Model 546 Ice Resurfacer, with accessories in the amount of \$100,805.28, plus applicable taxes, through the NJPA cooperative agreement with the state of Minnesota Contract #022113-FZC.

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS**

- A. Public Hearing and Consideration / Adoption of Resolution No. 2013-33 and Ordinance No. 2013-26:** A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as "The 2013 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "The 2013 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2013-33 by title only
- 3) City Clerk reads Resolution No. 2013-33 by title only (if approved above)
- 4) Read Ordinance No. 2013-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2013-26 by title only for the first time (if approved above)

At the January 7, 2014, Council Meeting:

- 6) Adopt Resolution No. 2013-33
- 7) Read Ordinance No. 2013-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2013-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2013-26

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2013-31:** A resolution authorizing the execution of a Development Agreement between Trailside MAR, LLC and the City of Flagstaff related to the development of approximately 4.02 acres of real property generally located at 600 West University Heights Drive North.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-31 by title only.
- 2) City Clerk reads Resolution No. 2013-31 by title only (if approved above).
- 3) Adopt Resolution No. 2013-31.

- B. Consideration and Adoption of Ordinance No. 2013-24:** An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to "HR", High Density Residential (Amending Zoning Map for Trailside Apartments).

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2013-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
- 3) Adopt Ordinance No. 2013-24

- C. Discussion/Direction and Possible Action Regarding the Regional Plan Parking Lot and Election Date**

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

Verbal comments from the public on any item under this section must be given during Public Participation (#5) near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS

19. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2013.

Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 12/05/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Action on Liquor License Application: Mark Wagner, "Chevron", 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Person Transfer.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing
The City Council has the option to:
- 2) Forward the application to the State with a recommendation for approval;
- 3) Forward the application to the State with no recommendation; or
- 4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person transfer of an existing license from another person. The Chevron location at 4026 S. Lake Mary Road is currently operating with a Series 9 liquor license, which is for a liquor store.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal:

Effective governance - regulatory action.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a person transfer Series 09 liquor license was received from Mark Wagner for Chevron, 4026 S. Lake Mary Road.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Gregory Brooks, Code Compliance Officer, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a person transfer, consideration may be given to only the applicant's personal qualifications.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is December 30, 2013.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant, (Series 12) liquor license applications; the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Benefits and Considerations:

The application was properly posted on November 8, 2013. No written protests have been received to date.

Expanded Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Attachments: [Chevron Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Chevron PD Memo](#)
 [Chevron Code Memo](#)
 [Chevron Sales Tax Memo](#)

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Jerene Watson	12/05/2013 04:24 PM
Form Started By: Stacy Saltzburg		Started On: 12/05/2013 03:29 PM
	Final Approval Date: 12/05/2013	

OFFICE OF THE CITY CLERK

December 5, 2013

Chevron
Attn: Mark Wagner
2295 E. Butler Ave
Flagstaff, AZ 86004

Dear Mark:

Your application for a person transfer of a Series 9 liquor license for Chevron at 14026 S. Lake Mary Rd. was posted on November 8, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 17, 2013 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application will expire on November 25, 2013 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will accept a motion to open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. By motion, Council will then close the public hearing.
8. By motion, the Council will then vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

MEMORANDUM

Memo #13-110-01

TO: Chief Treadway

FROM: Sgt. Matt Wright #704

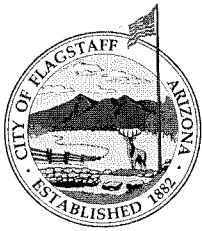
DATE: November 12, 2013

RE: Series 9 liquor license person to person transfer for Chevron on Lake Mary Road

On November 12, 2013, I initiated an investigation into an application for a series 09 (liquor store) person to person transfer. The application was filed by Agent/Controlling Person, Mark Wagner and Controlling Person Beverly Ann Wagner. The store is located at 4026 S. Lake Mary Road in Flagstaff. This is an application to transfer the existing license 09030007 from the name of the previous owner (James Robert Mankowski) to the current business owner and license applicants Mark and Beverly Wagner.

A query through local systems and public access on Mark and Beverly Wagner showed no derogatory records. I spoke with Mark who confirmed the sale of the business. The business is located more than 300 feet from any church or school. Mark stated he has no pending or past liquor law violations and his current license for his Butler Chevron store is in good standing. Mark advised they would be selling 40 oz. malt liquor. Mark advised small shooters would also be sold but displayed for sale behind the counter to detour thefts.


As a result of this investigation, I can find no reason to oppose this series 09 liquor license person to person transfer. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

October 8, 2013

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator 

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #09030007
4026 S. Lake Mary Rd., Flagstaff, Arizona 86005
Assessor's Parcel Number 105-03-027A
Mark Wagner on behalf of Chevron

This application is a request for a Series 07 (Beer and Wine Bar) person transfer from Mark Wagner on behalf of Chevron, located in the Suburban Commercial (SC) Zone. This district allows for liquor stores.

There are no active zoning code violations associated with Mark Wagner or Chevron at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzburg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: November 22, 2013

Re: Series 09 Liquor License – Person Transfer – Flagstaff Butler Chevron.

Applicant Flagstaff Butler Chevron LLC, Mark Wagner as its Managing Member is properly licensed with the City for Transaction Privilege Tax and is schedule to file its first tax return next month. Currently they are in good standing with the Tax, Licensing and Revenue Section of the City. Current Licensee Ponderosa Visions, Ltd with James Mankowski as its Principal is also in good standing with the City sales tax section.

/liquor licenses/Mother Flagstaff Butler Chevron.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 12/05/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Action on Liquor License Application: Randy Guse, "Walgreens #05221", 1025 S. Milton Rd, Series 09 (liquor store - all spirituous liquor), Person Transfer and Location Transfer.

RECOMMENDED ACTION:

- 1) Hold the Public Hearing
The City Council has the option to:
- 2) Forward the application to the State with a recommendation for approval;
- 3) Forward the application to the State with no recommendation; or
- 4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Policy Decision or Reason for Action:

Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person and location transfer of an existing license from another business. The person and location transfer are from Linda Lee Russell for High Country Market located at 102 N. 1st Ave., Williams, Arizona. The liquor license purchased from High Country Market was inactive at the time of sale.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal:

Effective governance - regulatory action.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a person transfer and location transfer Series 09 (Liquor Store - all spirituous liquor) was received from Randy Guse for Walgreens #05221, 1025 S. Milton Rd. The person transfer and location transfer are from Linda Lee Russell for High Country Market located at 102 N. 1st Ave., Williams, Arizona. The liquor license purchased from High Country Market was inactive at the time of sale. The Walgreens location at 1025 S. Milton Rd. is currently operating with a Series 10 liquor license, which is for a liquor store selling wine and beer only.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Gregory Brooks, Code Compliance Officer, resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for both a person transfer and location transfer, consideration may be given to both the applicant's personal qualifications and the location.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is December 30, 2013.

Expanded Financial Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Benefits and Considerations:

The application was properly posted on November 25, 2013. No written protests have been received to date.

Expanded Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
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Attachments: [Walgreens Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Walgreens Section 13](#)
 [Walgreens PD Memo](#)
 [Walgreens Code Memo](#)

Walgreens Tax Memo

Form Review

Inbox	Reviewed By	Date
DCM - Jerene Watson	Elizabeth A. Burke	12/06/2013 08:30 AM
Form Started By: Stacy Saltzburg		Started On: 12/05/2013 03:46 PM
	Final Approval Date: 12/06/2013	

OFFICE OF THE CITY CLERK

December 5, 2013

Walgreens
Attn: Randy Guse
PO Box 901
Deerfield, IL 60015

Dear Randy:

Your application for a person and location transfer of a Series 9 liquor license for Walgreens #05221 at 1025 S. Milton Rd. was posted on November 25, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 17, 2013 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application will expire on December 15, 2013 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

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PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name High Country Market
(Exactly as it appears on license) Address 102 N 1st Ave Williams, AZ 86046
2. New Business: Name Walgreens #05221
(Physical Street Location) Address 1025 S Milton RD., Flagstaff, AZ 86001
3. License Type: Series 9 License Number: 09030027
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? Upon Approval What date do you plan to open? Upon Approval

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1583 ft. Name of school Pine Forest Charter School
Address 1120 W Kaibab LN Flagstaff AZ 86001
City, State, Zip _____
2. Distance to nearest church: 2640 ft. Name of church Our Lady Of Guadalupe Chapel
Address 224 S Kendrick ST. Flagstaff, AZ 86001
City, State, Zip _____
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name KMD Flagstaff LLC
Address 2424 N Federal Hwy Ste 454 Boca Raton FL 33431
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 27,114.75 What is the remaining length of the lease 45 yrs. _____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ Go into default
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Retail Drug Store

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 10033169 (exactly as it appears on license) Name Walgreens #05224 Randy Allen Guse

SECTION 14 Restaurant or hotel/motel license applicants: n/a

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
If yes, give the name of licensee, Agent or a company name: _____ and license #: _____
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input checked="" type="checkbox"/> Drive-in windows | <input type="checkbox"/> Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____ month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc. 13,855 sq ft

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

MEMORANDUM

Memo #13-115-01

TO: Chief Treadway

FROM: Sgt. Matt Wright #704

DATE: December 4, 2013

RE: Series 09 Location and person Transfer of a series 9 liquor license for Walgreens on South Milton Road

On December 4, 2013, I initiated an investigation into an application for a series 09 location and person transfer. The application was filed by Agent Randy Guse who listed Controlling Persons, Mark Wagner, Richard Steiner, Rick Hans, Robert Silverman, and John Mann on behalf of Walgreens. The listed Manager for Walgreens is Ronald Power. Walgreens has recently purchased the series 9 liquor license. This is an application to transfer the license 09030027 which previously belonged to Linda Russell the owner of the Canyon Store in Williams Arizona to Walgreens at 1025 South Milton Road in Flagstaff.

I completed a query through local systems and public access on Randy Guse, Mark Wagner, Richard Steiner, Rick Hans, Robert Silverman, John Mann, and Ronald Power. No derogatory records were found on anyone of the applicants except a 2007 DUI arrest of Ronald Power. Ronald later confirmed he plead guilty to the DUI and completed his court ordered mandates. Ronald Power confirmed he had completed the mandatory liquor law training course and provided proof. Ronald stated she had not ever received any liquor law violations, does not have any pending, and has been the manager of the Walgreens for several years. I confirmed with the Department of Liquor that the Walgreens on South Milton does not have any recent liquor law violations.

Ronald stated the Milton Walgreens currently has a series 10 (beer and wine) license and in attempts to work with the city has only been selling packaged beer (6 packs up to 30 packs). Ronald confirmed he was not selling individual cans or bottles of beer. Ronald said he does not plan on and does not want to start selling smaller bottles of spirituous liquor to include "shooters" if the series 9 license is approved. Ronald wants to work with the city and avoid the issues in his store that come with selling the shooter sized spirits. Ronald stated he also had to work within the guidelines and rules his company sets for him and the store he manages. It should be noted the Walgreens store on 4th Street currently sells smaller bottles of spirituous liquor to include "shooters".

I confirmed the Walgreens is outside of 300 feet from the nearest church or school. The series 10 license would go to an inactive status if and when the series 9 is approved. Recommendation to the city council is for approval.



Planning and Development Services Memorandum

November 26, 2013

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Gregory Brooks, Code Compliance Officer II

RE: Application for Liquor License #09030027
1025 S. Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-04-016D
Randy Guse on behalf of Walgreens #05221

This application is a request for a Series 09 (Liquor Store) location transfer liquor license from Randy Guse on behalf of Walgreens #05221, located in the Highway Commercial (HC) Zone. This district allows for liquor stores.

There are no active Zoning Code violations associated with Randy Guse or Walgreens #05221 at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: December 02, 2013

Re: Series 9 Liquor License – Person & Location Transfer – Walgreens

Walgreen Arizona Drug Co is licensed with the City Sales Tax Section for all its locations and current on its tax returns filing. Currently they are in good standing with the Sales Tax Section of the City.

/liquor licenses/Walgreens-2.doc

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants Manager
Co-Submitter: Barney Helmick, Airport Director
Date: 10/25/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Grant Agreement: Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group for the Aircraft Parking Ramp Joint Repairs

RECOMMENDED ACTION:

Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group.

Policy Decision or Reason for Action:

Subsidiary Decision Points: This grant will assist with the costs associated with joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints (approximately 30,508 square yards) for the improvement of the Flagstaff Pulliam Airport.

Financial Impact:

The Grant Agreement is a 90-10 match, totaling \$310,000. The ADOT grant award amount is \$279,000 and requires a City match of \$31,000 for a total project cost of \$310,000.

Connection to Council Goal:

Repair Replace maintain infrastructure (streets & utilities)
Effective governance

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- A. Approve the Grant Agreement and prolong the life of the concrete ramp.
- B. Do not approve the Grant Agreement and pay for the entire cost of the project out of the City's Capital Improvement Program.
- C. Do not approved the Grant Agreement, nor perform the work and risk concrete deterioration/failure.

Background/History:

The ultra violet rays are deteriorating existing silicone seals in the concrete joints, and the Airport sweeper is exacerbating the problem. Joints will soon contain no sealant, resulting in dangerous concrete block heave issues during moist freeze thaw cycles.

Key Considerations:

The concrete ramp repairs will allow the City to continue to provide safe on and off ramp loading for airline passengers.

Expanded Financial Considerations:

The total grant award amount is \$279,000 (90% of total project cost) with a City match in the amount of \$31,000 (10% of total project cost) for a total project cost of \$310,000. The project is budgeted in FY 2014 in account number 270-3724-783-4103.

Community Benefits and Considerations:

Construction of the project will increase the utility and safety of operations at the Airport, as well as provide continued commercial air service on a safely constructed ramp.

Community Involvement:

Inform - Construction of these improvements is included as part of the Federal Aviation Administration (FAA) approved Pulliam Airport Master Plan which was also approved by the City Council on June 20, 2000. Approval of the Master Plan included numerous public meetings and hearings where public input was actively solicited. In addition, the Airport Commission has had involvement in reviewing the overall project as part of the Airport project updates which are discussed at the Commission's regularly scheduled monthly meetings.

Attachments: ADOT E4S2A Grant Agreement

Form Review

Inbox	Reviewed By	Date
Airport Director	Barney Helmick	11/25/2013 10:13 AM
Grants Manager (Originator)	Stacey Brechler-Knaggs	11/25/2013 10:19 AM
Finance Director	Rick Tadder	11/27/2013 11:23 AM
Legal Assistant	Vicki Baker	11/27/2013 12:39 PM
Senior Assistant City Attorney JS	James Speed	12/02/2013 07:12 AM
Economic Vitality Director	Stacey Button	12/03/2013 09:52 AM
DCM - Jerene Watson	Jerene Watson	12/03/2013 02:25 PM
Form Started By: Stacey Brechler-Knaggs		Started On: 10/25/2013 09:46 AM
	Final Approval Date: 12/03/2013	

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Flagstaff, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints. Approx. 30,508 sy (the "Project"), for the improvement of the Flagstaff Pulliam Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 11, 2013 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: October 17, 2013. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be ten per cent (10.0%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be two hundred seventy nine thousand dollars (**\$279,000**)
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or October 17, 2017, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after June 25, 2013 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

a) to do all things necessary, in order to undertake and carry out the Project;

b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure TWO HUNDRED SEVENTY NINE THOUSAND dollars (\$279,000), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

CITY OF FLAGSTAFF GENERAL FUND - AIRPORT
(Enter local funding type and location)

3) The Sponsor hereby designates BARBARA GOODRICH, MANAGEMENTS SERVICES DIR.
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

CITY MANAGER
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: 866000244 01
Sponsor Vendor Address: City of Flagstaff
211 W Aspen Ave.
Flagstaff AZ 86001

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

Grant Number E4S2A

City of Flagstaff

Flagstaff Pulliam Airport

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Title: Joseph S. Omer, Director

Date: _____

SPONSOR:

City of Flagstaff
Flagstaff Pulliam Airport

By: _____

Title: KEVIN BURKE, CITY MANAGER

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One **Design/Construction Project Description and Funding Allocation**

Detailed Project Description:

Joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints. Approx. 30,508 sy

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 5,000	\$ 500	\$ 0	\$ 4,500
Construction	\$ 275,000	\$ 27,500	\$ 0	\$ 247,500
Construction Engineering	\$ 30,000	\$ 3,000	\$ 0	\$ 27,000
Sponsor Administration**	\$ 0	\$ 0	\$ 0	\$ 0
Sponsor Force Account Work***	\$ 0	\$ 0	\$ 0	\$ 0
Contingencies	\$ 0	\$ 0	\$ 0	\$ 0
Total Project Costs	\$ 310,000	\$ 31,000	\$ 0	\$ 279,000

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 279,000.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$ 279,000
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	1	1-10-12		1-10-12	1-10-12
Submit Contract for State Review/Approval	1	3-1-12		3-1-12	
Award Consultant Contract	1	3-20-12		3-20-12	
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1	3-27-12		3-27-12	
Conduct 30% Design Review/Approval	1	4-10-12		4-10-12	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	1	4-30-12		4-30-12	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	1	5-7-12		5-7-12	
Issue Invitation for Bids	28	2-1-14		2-28-14	
Submit Bid Tab for State Review/Approval	12	3-2-14		3-14-14	
Award Construction Contract/Submit to the State	1	3-18-14		3-18-14	
Construction Phase					
Pre-Construction Meeting	1	3-21-14		3-21-14	
Issue NTP – Begin Construction	1	4-2-14		4-2-14	
Final Inspection	1	4-30-14		4-30-14	
Submit As-Builts & Final Documentation	1	5-15-14		5-15-14	
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	6-30-14		6-30-14	

* The solicitation for qualification is included in the project description.

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Date: 11/13/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Contract: Wildcat Hill WWTP Bar Screen Replacement Project

RECOMMENDED ACTION:

Authorize award and execution of a construction contract with Hunter Contracting, for the purchase and installation of two Bar Screens for the Wildcat Hill Wastewater Treatment Plant. Total contract amount not to exceed \$320,700 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the installation of (2) new Bar Screens at the Wildcat Hill Wastewater Treatment Plant. This is a necessary maintenance project in order to maintain proper operation of the wastewater plant

Financial Impact:

Funding is available in the Fiscal Year 2013-2014 Utilities Division Capital Budget. This project is budgeted in Account # 201-5780-772-4306 (FY2013 Carryover) in the amount of \$414,000 dollars. To date \$36,000 have been spent on engineering fees, leaving \$378,000 remaining in project fund balance.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities).

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1) Approve the award as recommended
- 2) Reject bids and re-advertise the project

Background/History:

This contract is for the installation of (2) two new mechanical bar screens for the Wildcat Hill Wastewater Treatment Plant. The bar screen is an integral part of the wastewater treatment process. It is the first treatment process at the plant and is located at the head of the plant. It receives raw sewage from the collection system and removes debris and large untreatable items that flow through the collection system to the wastewater treatment plant. Screening is critical to the treatment process and is necessary to protect downstream pumps, motors and other mechanical device from damage.

The Wildcat Hill Treatment plant is equipped with two bar screens with a space for a third to be installed in the future. These existing bar screens have been in operation since 1979 when the current headworks building at the wastewater treatment plant was originally constructed. The existing bar screen equipment is aged and at the end of its useful life.

Staff solicited a construction bid for this project for two weeks with two advertisements in the AZ Daily Sun. Four bids were received; Hunter Contracting was determined to be the lowest responsive and responsible bidder.

Key Considerations:

This project was competitively bid with 4 firms responding to the advertisement.

The existing Wildcat Hill bar screens have been in operation since 1979, are over 34 years old, and at the end of their useful life.

Well functioning Bar screens are vital to the successful operation of a plant

Expanded Financial Considerations:

The Wildcat Hill WWTP Bar screen replacement project was approved and funded by Council in FY 2013.

Community Involvement:

Inform

Attachments: [Barscreen Project Bid Tab Results](#)
 [Existing Barscreen-1979 equipment](#)
 [Construction Contract](#)

Form Review

Inbox	Reviewed By	Date
Senior Procurment Specialist - PB	Ryan Roberts	11/14/2013 05:17 PM
Utilities Engineering Manager (Originator)	Ryan Roberts	11/14/2013 05:26 PM
Senior Procurment Specialist - PB	Patrick Brown	11/18/2013 08:26 AM
Purchasing Director	Rick Compau	11/18/2013 12:50 PM
Finance Director	Rick Tadder	11/18/2013 12:53 PM
Legal Assistant	Vicki Baker	11/18/2013 01:15 PM
Senior Assistant City Attorney DW	David Womochil	11/19/2013 10:10 AM
Utilities Director	Brad Hill	11/19/2013 05:14 PM
DCM - Josh Copley	Josh Copley	11/21/2013 08:32 AM
Form Started By: Ryan Roberts		Started On: 11/13/2013 10:11 AM

Final Approval Date: 11/21/2013

City of Flagstaff
Bid Tabulation Sheet

Date: 11/06/2013

Bid/Project No: 2014-21

Bid/Project name: Wildcat Hill WWTP Barscreen Project

#	Vendor	Bid Amount
1	Hunter Contracting	\$320,700
2	Fann Environmental	\$440,800
3	Felix Construction	\$678,988
4	KCCI LLC	\$1,000,063
5		
6		
7		
8		



CONSTRUCTION CONTRACT

City of Flagstaff, Arizona And Hunter Contracting Company

This Construction Contract ("Contract") is made and entered into this ____ day of _____ 2013, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Hunter Contracting Company, an Arizona corporation ("Contractor") with offices at 701 North Cooper Road, Gilbert, Arizona . Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner desires to obtain construction services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Wildcat Hill Wastewater Treatment Plant Bar Screen Replacement Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

- 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

Specifications; the latest version of the Maricopa Association of Governments (“MAG”) Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction (“Exhibit A”); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A
 (“Flagstaff Addendum to MAG”)

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$320,700.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **240 calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

12. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:

Patrick Brown, C.P.M.
Senior Procurement Specialist

If to Contractor:

Robert Carlson
Hunter Contracting Company

211 West Aspen Avenue
Flagstaff, AZ 86001

701 N. Cooper Rd.
Gilbert, AZ 85233

13. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

14. Contractor's Liability and Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

15. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

16. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

17. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

18. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

19. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

20. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

21. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

22. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

23. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

24. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

25. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

26. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

27. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Hunter Contracting Company

Kevin Burke, City Manager

Signature

Attest:

Printed Name

City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: Wildcat Hill Wastewater Treatment Plant Bar Screen Replacement Project
PROJECT NUMBER: 578000 **BID NUMBER:** 2014-21

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(Hereinafter called the Principal), as Principal, and, _____
_____, a corporation
organized and existing under the laws of the State of _____, with its
principal office in the City of _____ (“Surety”), as Surety, are held and
firmly bound unto the City of Flagstaff, Arizona (“Obligee”), in the amount of _____
_____ Dollars (\$_____) for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee,
dated this _____ day of _____, 20____, to the City of Flagstaff which
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays
all monies due to all persons supplying labor or materials to the principal or the principal's
subcontractors in the prosecution of the work provided for in the contract, this obligation is void.
Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in
accordance with the provisions, conditions and limitations of said Title and Chapter, to the same
extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

**CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND**

PROJECT NAME: Wildcat Hill Wastewater Treatment Plant Bar Screen Replacement Project

PROJECT NUMBER: 578000

BID NUMBER: 2014-21

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____
_____, with its principal office in the City of _____
("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in
the amount of _____ Dollars (\$ _____
_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee,
dated this ____ day of _____ 200__ in the City of Flagstaff which
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of
contract during the original term of the contract and any extension of the contract, with or without
notice to the surety, and during the life of any guaranty required under the contract, and also
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all
duly authorized modifications of the contract that may hereafter be made, notice of which
modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains
in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20__.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Mark Richardson, Operations Manager
Date: 11/25/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Utilities Pump and Well Maintenance Bid: Utilities Well and Pump Maintenance Contract

RECOMMENDED ACTION:

Accept the bid for Utilities Well and Pump Maintenance Bid No. 2014-17, to The Pump Company of Goodyear, Arizona. In October of 2013, five (5) proposals were received for Utilities Well and Pump Maintenance Services. The pump Company submitted the most responsive and responsible bid. The initial contract is for two (2) years with the option to renew for three (3) additional one (1) year periods, upon mutual agreement between the City of Flagstaff and The Pump Company.

Policy Decision or Reason for Action:

Utilities needs the ability to maintain, repair and replace pumps and wells in order to provide an adequate water supply at all times including back-up system.

Financial Impact:

Funds associated with this bid are budgeted annually in the approved Utilities water production-maintenance equipment and wastewater treatment-maintenance budgets for their respective facilities.

Connection to Council Goal:

Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Similar bids have been done since 1992. Last bid was approved in March of 2009.

Options and Alternatives:

- 1) Approve
- 2) Reject all bids for Utilities Well and Pump Maintenance. Bid each maintenance job separately.

Background/History:

The City of Flagstaff operates water processing, treatment and distribution facilities including well fields. The purpose of establishing an agreement with a qualified Contractor is to provide maintenance and repair of the pumps, motors, wells and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff. The work covered under this agreement is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, related electrical work, and any related work to maintaining, cleaning and repairing the well, on an as needed basis.

Key Considerations:

In order to service the City of Flagstaff wells, a company needs to have the necessary equipment, licenses, bonds, and professional skills that you typically will not find with a smaller company. There is the possibility of multiple wells needing maintenance at one time, due to potential high water demand (summer) and approximately 2 days of peak demand volume in storage, timing is critical. A large and experienced company such as The Pump Company has the capabilities to handle these types of situations.

Expanded Financial Considerations:

All funds associated with this bid and agreement are included in the Utilities water production and wastewater treatment maintenance annual budgets for each respective facility

Community Benefits and Considerations:

The purpose of this proposal is to allow the Utilities Division to make repairs and maintenance to the well fields and reclaim pumps in a timely and cost efficient manner. The ability to complete these repairs helps insure continuous production of potable and reclaimed water for the citizens of Flagstaff.

Community Involvement:

Inform

Attachments: Bid Tab 2013 Well and Pump Maintenance
 2014-17 Agreement

Form Review

Inbox	Reviewed By	Date
Utilities Director	Brad Hill	11/19/2013 05:10 PM
Senior Procurement Specialist -CS	Candace Schroeder	11/20/2013 08:44 AM
Purchasing Director	Rick Compau	11/20/2013 08:56 AM
Finance Director	Rick Tadder	11/20/2013 09:45 AM
Legal Assistant	Vicki Baker	11/20/2013 09:47 AM
Senior Assistant City Attorney DW	David Womochil	11/20/2013 10:46 AM
Senior Procurement Specialist -CS	Candace Schroeder	11/20/2013 10:58 AM
Purchasing Director	Rick Compau	11/20/2013 11:22 AM
Finance Director	Rick Tadder	11/20/2013 11:58 AM
Legal Assistant	Vicki Baker	11/20/2013 12:00 PM
Senior Assistant City Attorney DW	Mark Richardson	11/20/2013 07:54 PM
Operations Manager (Originator)	Mark Richardson	11/20/2013 08:05 PM
Utilities Director	Brad Hill	11/21/2013 11:41 AM
Senior Procurement Specialist -CS	Candace Schroeder	11/21/2013 12:37 PM
Purchasing Director	Rick Compau	11/22/2013 08:25 AM
Finance Director	Elizabeth A. Burke	11/22/2013 08:25 AM
DCM - Josh Copley	Josh Copley	11/22/2013 08:30 AM
Senior Assistant City Attorney DW	David Womochil	12/03/2013 11:05 AM
Purchasing Director	Rick Compau	12/05/2013 03:58 PM
Finance Director	Elizabeth A. Burke	12/05/2013 04:11 PM

Utilities Director
DCM - Josh Copley

Brad Hill
Josh Copley

Form Started By: Mark Richardson

Final Approval Date: 12/06/2013

12/05/2013 04:52 PM
12/06/2013 10:13 AM
Started On: 11/07/2013 01:56 PM

CITY OF FLAGSTAFF BID TABULATION

DATE:	<u>10/10/2013</u>	BID/PROJECT NO:	<u>2014-17</u>	BID/PROJECT NAME:	<u>Utilities Well & Pump Maintenance</u>
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CONDUCTED BY: Candace Schroeder

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$

[illegible]

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 213-2206 / FAX (928) 213-2209**

**INVITATION FOR BIDS
UTILITIES WELL AND PUMP MAINTENANCE
BID NUMBER 2014-17**

Sealed bids will be received at the Purchasing Office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until **3:00 p.m. on Thursday, October 10, 2013**, to purchase Well and Pump Maintenance Services for the City of Flagstaff Utilities Division.

The City highly recommends your participation in the Pre-Bid Conference scheduled for **11:00 a.m., on Monday, September 30, 2013**. The conference will take place at the City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001 in the 2nd Floor, Staff Conference Room.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Code, Title One. The award may be made to other than the lowest price bid.

The City of Flagstaff retains the right to reject any or all bids received and waive minor technicalities when it is deemed to be in the City's best interest.

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656**

BID ACKNOWLEDGMENT

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU **MUST** COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. **THE RETURN OF THIS PAGE IS THE ONLY WAY A PROPOSER WILL RECEIVE ADDENDUMS.** FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

BID NUMBER:	2014-17
BID NAME:	UTILITIES WELL AND PUMP MAINTENANCE
TOTAL NUMBER OF PAGES:	21

COMPANY NAME:	
CONTACT PERSON: PHONE NUMBER, FAX NUMBER EMAIL ADDRESS AND COMPLETE MAILING ADDRESS	FAX: _____ PHONE: _____
DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:	YES ____ NO IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:
PLEASE SIGN ACKNOWLEDGING RECEIPT & FAX TO: Candace Schroeder, CPPB (928) 213-2209:	

*****Please Return Immediately If Bidding*****

INSTRUCTIONS

PREPARATION: Bids shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Bids" and identified by the material or service description, bid number, and bid opening date and time. When submitting a no bid, indicate on the outside of the envelope "No Bid". The entire bid package including all instructions is to be returned and properly fastened together. Retain a copy of your bid for your records. Bids shall be opened publicly at the time and place designated on the cover of this document. Bids will not be subject to public inspection until after contract award.

All bids must be made on the City bid forms and duly signed by an authorized representative of the vendor.

Bids faxed to the City of Flagstaff cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

Erasures, interlineations or other modifications in the bid shall be in ink and made by the authorized person signing the bid.

The City is not responsible for any vendor's errors or omissions. It is the responsibility of all vendors to examine the entire set of bid documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Retain a complete set of bid documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

SALES TAX: The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to bids received from out of state Vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: _____

Arizona Use Tax Number: _____

City of: _____

Sales Tax Number: _____

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight In charges are taxable.

GENERAL INFORMATION: All bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the vendor's bid. If no exceptions

are stated by the vendor, the City will assume the vendor's bid to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor shall submit full descriptive information on all products offered for consideration with its bid.

INTENT: These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this bid. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

NON-COLLUSION: Vendors, by submitting a signed Contract, certify that the accompanying bid is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or Federal law.

USE OF BRAND NAMES: The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict vendors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. In submitting a bid on a commodity other than as specified, vendors shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the vendor proposes to offer the exact commodity as described.

ADDITIONAL INFORMATION: All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Candace Schroeder, CPPB
Senior Procurement Specialist
Purchasing Division, City of Flagstaff
211 West Aspen, Flagstaff, AZ 86001

Email: cschroeder@flagstaffaz.gov
Fax No: (928) 213-2209

The City **shall not** be responsible for vendors adjusting their bid based on any oral instructions made by any employees or officers of the City regarding the bid instructions, drawing, specifications, or contract documents. All changes to the Invitation for Bids will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the bid opening. Any interpretation or correction of the Invitation for Bids documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of bid documents. The City is not responsible for any other explanations or interpretations of the Invitation for Bids documents.

MATERIAL SAFETY DATA SHEET: Vendor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. A vendor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the vendor may expose City employees or the general public to while working at the site.

ASBESTOS MATERIALS: Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Vendors must execute and submit the appropriate forms certifying the products as “asbestos-free” prior to installation. Forms and site information can be obtained by calling (928) 779-7685 ext. 7203.

EVALUATION: When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

If the vendor is a resident vendor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the vendor's bid.

Prior to the award of a contract, the successful vendor shall have a completed Vendor Application on file with the Purchasing Division.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any formalities when it is deemed to be in the City's best interest.

Materials submitted by vendor shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for bid is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

AWARD: The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms to the terms and conditions set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

ACCEPTANCE: All bids submitted to the City of Flagstaff are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City Purchasing Director.

DELIVERY: The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon vendor until such time as the goods have been physically delivered to and accepted by the City.

VENDOR REQUIREMENTS: Provide a current list of customers who have purchased Well and Pump Maintenance Services from your company in the last year. Please provide company name, contact person, address, and phone number.

ESTIMATED QUANTITY: The quantity stated on the bid form is the City's best estimate for the purchase of Well and Pump Maintenance Services over the following twelve (12) months. The purchase of a Well and Pump Maintenance Services is pursuant to this Invitation for Bids is contingent upon the City Council authorizing an award of a contract. The City reserves the right to purchase more or less than the estimated quantities stated.

PROPRIETARY INFORMATION: Any information considered to be proprietary by the vendor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

PUBLIC RECORD: Except as otherwise stated herein, all bids submitted in response to this request shall become the property of the City and will become a matter of public record, available for review after an award has been made.

BID TABULATION: The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Purchasing Office, 211 West Aspen, Flagstaff, Arizona. Those vendors who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

COST TO PREPARE: The City will not reimburse the vendor the costs associated with responding to the request for bid.

UNIFORM CONTRACT TERMS AND CONDITIONS

WARRANTY: Vendor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Contract, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of vendor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Vendor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by vendor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to vendor, may make such corrections or replace such goods and services and charge vendor for the cost incurred by the City thereby.

Vendor's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from vendor's installation or delivery of the warranted item. Vendor shall provide the City with a copy of the complete manufacturer's warranty information.

PATENTS: Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and vendor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by vendor.

COMPLIANCE: It is agreed that vendor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Vendor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and vendor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

SUB-CONTRACTING: This Contract or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-vendor shall, under any circumstances, relieve vendor of its liability and obligation under this Contract; and despite any such sub-contracting the City shall deal through vendor. Sub-vendors shall be dealt with as workers and representatives of vendor.

TERMINATION: The City reserves the right to terminate this Contract for non-performance by vendor. Vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this Contract and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison

Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

2. **Litigation and Attorneys Fees:** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Contract shall be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Contract, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

NON-EXCLUSIVE CONTRACT: This Contract shall be awarded with the understanding and contract that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

PAYMENT: The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City is, or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of this Contract. The cancellation shall be effective when the vendor receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Contract, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City from any other party to this Contract, arising as the result of this Contract.

GOVERNING LAW AND JURISDICTION: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Invitation for Bid shall be tried in a court of competent jurisdiction in Coconino County, Arizona.

COOPERATIVE USE OF CONTRACT: Any Contract resulting from this IFB may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Contract (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB who wish to cooperatively use the contract are subject to the approval of Vendor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Contracts (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No

CONTACT WITH CITY EMPLOYEES AND CONTRACTORS: All persons and/or Vendors that are interested in this purchase (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential Vendors, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Additional Information, Instructions.

CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.): Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

SPECIAL TERMS AND CONDITIONS

INTENT: The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps and motors and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described, and delineated.

The Vendor is to submit a user list with in service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary the City can view the equipment in operation.

CONTRACT TYPE: Firm Fixed Fee. Initial term is for two (2) year, with annual renewals not to exceed three (3) additional one (1) year terms.

CONTRACT RENEWAL: The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

PRICING ADJUSTMENTS: The City Purchasing Office shall review fully documented requests for price increases after the contract has been in effect for one (1) year. The requested price increase shall be based upon an increase in service level at the time of the offer and can be shown to directly affect the price of the item concerned. The City Purchasing Office shall determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Bidder is required for any price change requests.

OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for **ninety (90) days** after the opening time and date.

SCOPE OF CONTRACTED SERVICES: Contractor agrees to perform those services that are more particularly described hereafter. Unless modified in writing by both parties, duties of the Contractor shall not be construed to exceed those services specifically set forth herein.

GENERAL CONTRACTED SERVICES AND MATERIALS: Contractor agrees to perform those planned tasks and provide those materials described in Bid Schedules, attached hereto and incorporated herein.

COMPENSATION: The Contractor shall be compensated for work performed under the bid schedule, work performed under purchase order or for work or services provided under the Special Item section. Payment shall be compensation in full for all terms necessary to provide a complete job with respect to each bid item, purchase order or amendment to the job.

SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. Contractor shall be solely responsible for the methods, techniques, sequences and procedures of the work. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated, in writing, by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

CONTRACTOR'S PERSONNEL: Key personnel to be assigned to the project shall be identified, if requested, to the City by the Contractor at the time of each assignment.

BILLING AND OTHER DOCUMENTS: Contractor shall submit to the City's Project Manager, Attn: City of Flagstaff, Utilities Division, 211 West Aspen Avenue, Flagstaff, AZ 86001, a billing of services and materials according to the bid schedule of each assignment authorized by the City.

Prior to the release of any payments to the Contractor, the Contractor will be required to provide lien waivers from all Sub-Contractors and suppliers as proof of payment. The City will not release any payments to the contractor until all lien waivers have been received on each project.

PROTECTION OF WORK AND PROPERTY: Contractor shall exercise reasonable and prudent care to safeguard the City's property, facilities and equipment from any unnecessary damage during the performance of Contractor's duties under this contract.

The Contractor shall be liable to the City for any damage, theft or vandalism to its wells, pumps, equipment, machinery or other property as a result of the Contractor's acts or omissions.

CLEANUP: After all work under each assignment is completed, the Contractor shall remove all debris and other materials not incorporated in the work from the site of the work.

DUMPING AND DISPOSAL OF WASTE: The Contractor shall provide for the disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

WARRANTY: If the City purchases new equipment from the successful Contractor that the Contractor recommends and installs, the equipment shall be under warranty for a year from the date of purchase. This warranty shall include the cost of new equipment and the cost the Contractor bears for pulling, replacing and setting the new equipment.

ALTERNATIVE BIDS: The City is requesting alternative bids to consider. The City shall have the right to accept the lowest responsive bid within the alternative(s) selected and to reject the bids received on the other alternative categories. The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

APPROPRIATION OF FUNDS: Vendor acknowledges and agrees that the City's obligations under this Contract are contingent upon the appropriation of funds by the City Council for purposes of this Contract for each fiscal year during the term or extended term of this Contract. If funds for this Contract are not appropriated, this Contract shall terminate automatically on the date of expiration of funding, and the City shall not incur any obligation or liability to Vendor, except with respect to payments for authorized deliveries of the Solid Waste Truck: New or New Chassis with New or Refurbished Body made by Vendor pursuant to this Contract.

COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS: Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Vendor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

SALES TAX: The City shall compute the applicable sales tax on the Well and Pump Maintenance Services that is not tax exempt.

FREIGHT: F.O.B. City of Flagstaff (delivery points listed) – All charge quotations shall be F.O.B. Destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by vendor.

MISCELLANEOUS CHARGES: If any other charges are applied to the Well and Pump Maintenance Services such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered at a later date.

DELIVERY: The prices quoted shall be F.O.B. destination delivered to the City of Flagstaff, Utilities Division, 211 West Aspen Avenue, Flagstaff, Arizona. Clean and ready for service with all items attached and operational. The selected vendor shall notify the Operations Manager, Utilities Division or designee by phone (928) 774-0262, not less than two (2) days in advance, informing them of how and when they intend to deliver the equipment.

PAYMENT: Invoices shall contain the City of Flagstaff purchase order number. Vendor shall submit one invoice to the Operations Manager, Utilities Division, City of Flagstaff, 211 West Aspen, Flagstaff, AZ 86001, for all applicable deliveries.

ON-SITE VISIT: Vendors are encouraged to review the job sites prior to submitting their bid. Vendor shall be responsible for having examined the job sites, compared them with the descriptions and specifications of the bid, and for having examined all the bid documents and for acknowledging and accepting the conditions under which the work is to be performed before submitting its bid and entering into a contract. No allowance shall subsequently be made on behalf of Vendor on account of an error or negligence on its part for failing to become sufficiently familiar with the conditions of the job sites or surrounding areas.

CONTRACT ADMINISTRATOR: The Contract Administrator for the City shall be the Operations Manager, Utilities Division or designee. The Contract administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract. Environmental Services Manager or designee can be contacted by phone (928) 774-0668.

TERMINATION: Non-Performance by Vendor shall be a basis for immediate termination of this Contract. Vendor may be given a reasonable opportunity prior to the termination to correct any deficiencies.

COMPLIANCE: The equipment offered is to meet all OSHA, ANSI, EPA and State of Arizona regulations and standards.

VENDOR RESPONSE: The detailed specifications establish an acceptable level of equipment for each feature. In order to facilitate the City's evaluation, vendors shall indicate the specific level under the "Bid Schedules", failure to do so may disqualify your bid. All exceptions shall be clearly noted on the Bid Form.

VENDOR REQUIREMENTS: The Vendor or manufacturer bidding on these specifications must be able to provide technical service from an authorized service representative within a maximum of six hours after our request is made to the vendor or manufacturer. The authorized service center shall be within 180-mile radius from the City of Flagstaff, City limits.

Preference will be given to the Vendor that can provide the quickest response time to repair parts orders as determined from past experience and information obtained during interviews with companies currently using the proposed equipment.

The manufacturer, whether he is the Vendor or not, must be satisfactory to the City from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by these specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactory in the field for a minimum of one year.

The City reserves the right to, and may base a portion of the evaluation on a Vendor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.

The City reserves the right to reject bids of Vendors who cannot produce satisfactory evidence that they can furnish promptly, all spare parts needed for ordinary service or repair of the equipment herein specified and that the equipment offered has performed satisfactorily by current customers.

WEATHER CONDITIONS: This product will be used at elevations of 7,000 feet. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

USE OF BRAND NAMES: The specifications as stated herein are desired features; the Use of Brand Names has been used per the Term and Conditions of, "Use of Brand Names", page four (4) of the IFB document. This bid is for Brand Name or Equal equipment.

WARRANTY: Vendor shall submit copies of all warranties for equipment and major components offered with this bid. The copy of the warranty shall clearly explain what parts and labor are warranted and the time period involved in performing requested warranty services. The vendor is to state the warranty period offered. Warranty offers will be a consideration as it applies to life cycle costing.

Vendor guarantees that the equipment offered shall be warranted as follows:

OPERATIONAL STANDARDS: This equipment will be used at elevations from near sea level to 10,000 feet and in ambient temperatures as high as 120 degrees and as low as - 40 degrees F. The equipment shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

INDEMNIFICATION: Vendor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Contract.

INSURANCE: Vendor shall procure and maintain until all of its obligations under this Contract have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect vendor from liabilities that might arise out of the performance of the work under this Contract by vendor, its agents, representatives, employees or sub-vendors and vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

(Form CA 0001, ed. 12/93 or any replacement thereof.)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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3. Workers' Compensation and Employer's Liability

Workers' Compensation

Statutory

Employer's Liability:	Each Accident	\$ 500,000
Disease-Each Employee		\$ 500,000
Disease-Policy Limit		\$ 500,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles shall be declared to and approved by the City.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:

a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of vendor's insurance and shall not contribute to it.

b. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Coverage provided by vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

d. Vendor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from vendor's operations, work or products that are the subject of this Contract.

D. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Victoria Jackson, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-. VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect vendor from potential insurer insolvency.

F. VERIFICATION OF COVERAGE: Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal shall be a material breach of this Contract.

All Certificates of Insurance required by this Contract shall be sent directly to: Candace Schroeder, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Contract at any time.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**CITY OF FLAGSTAFF
UTILITIES WELL PUMP MAINTENANCE
BID NUMBER 2014-17**

SPECIFICATIONS / REQUIREMENTS OF BID

OVERVIEW: The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps and motors and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

SCOPE OF WORK: The work covered under this contract is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, and related electrical work, on an as needed basis. Each bid schedule has data for each well, pump and motor covered under this contract and is attached for proposing and informational purposes.

DESCRIPTION OF WORK: The following items are the minimum requirements of performing the scope of work and are not to be construed to mean limits of the work required. The work may be minimized or expanded depending on the method the Contractor chooses to perform the scope of work.

1. Mobilization and demobilization to pull the pump and to set the pump.
2. Electrical work: The contractor shall disconnect the source power to the well; disconnect power cables from the switch gear, pull electrical cable from conduit as required, take precautions when handling electrical or power cable so as to no damage protective coatings or wire, disconnect motor leads, splice motor leads. The Contractor shall connect the source power to the well; band submersible cable with stainless steel bands ever twenty (20) feet, run cable through conduit, make appropriate electrical connections, set and balance power phases for efficient pump operations. Load protection devices are installed on all wells except those located in the Inner Basin well field.
3. Mechanical and Plumbing: The Contractor shall disconnect all pipe fittings, air lines, oil lines and discharge heads that are required to be taken apart and removed to pull the pump and motor. It will be necessary at some locations to remove and replace a removable building, hatch or other structure. Many of these structures have connection eyes on the roof to connect a cable harness to simplify the structure removal. All mechanical and plumbing items removed will be replaced in a workmanlike manner that will result in as good or better installation found prior to the dismantling.
4. Pumps and Motors: The Contractor will pull and deliver to the appropriate City of Flagstaff Water Treatment Facilities all submersible pumps and motors and all line shaft motors and/or pumps unless other arrangements are agreed upon for storage or repair. The deliveries to the City of Flagstaff Water Treatment Facilities will be made during normal operating hours, Monday through Friday only. The Contractor shall notify the Facility Manager two working days prior to delivery.

LOCATIONS: The well field locations are within a 15-mile radius of Flagstaff City Hall. The Inner Basin well field is approximately 11.5 miles north; the Woody Mountain well field is approximately 6.5 miles southwest and; the Lake Mary well field is approximately 8.5 miles southeast. The Wildcat Hill Wastewater Treatment Facility is at 2800 North El Paso Road, telephone number 928.526.2520; the Rio de Flag Reclamation Facility is at 600 Babbitt Way, telephone number 928.556.1301; and the Lake Mary

Water Treatment Facility is at 4500 South Lake Mary Road, telephone number 928.774.0262. These facilities are on City maintained streets.

ACCESS TO SITES: City crews will maintain road and site access to all Woody Mountain and Lake Mary well fields during the progress of the work except in the most severe weather conditions. Inner Basin wells will not be worked on during the winter season (November through May). Road and site access will be maintained to the Inner Basin wells by City crews during the period(s) the Contractor is requested to work on the wells except in periods of severe weather. The City will have an employee on hand to monitor the progress of the work.

CONTRACTOR RESPONSIBILITIES:

1. The Contractor will provide all labor, equipment, materials, tools, expertise and incidentals to perform the scope of work.
2. Safeguarding all City equipment such as, but not limited to, electrical cables, air lines, oil lines, fittings, pumps, motors and protecting water filled motors from freezing. For Lake Mary equipment items except for column pipe may be turned over to the City at the Lake Mary Water Treatment Plant (LMWTP) for storage during the time the pump is out of the well hole. While in storage at the LMWTP the Contractor will not be liable for the equipment and/or materials.

The Contractor is fully responsible for the protection and security of the water quality and integrity of the well during the period of time the pump is out of the well hole.

SPECIAL ITEMS: Special items under this section refer to materials and services not included within the bid schedules but which may be necessary for the Contractor to provide.

Examples of such items are:

- "Test pumping" equipment
- Pitless adapters
- Sounding tubes
- Water delivery: pipe, adaptors, fittings.
- Motor repairs
- Motor replacements (new and/or rebuilt)
- Steel building
- Column pipe
- Bowl assemblies
- Pump replacement (new and/or rebuilt)
- Shaft and tubing
- Bearings
- Check valves
- Electric cables
- Electric controls
- Stainless steel bands
- Well and pump modification
- General excavation, drainage work and trenching
- Well rehabilitation/workover
- Dust control
- Motor control centers/switchgear/transformers
- Load protection devices
- Lightning protection equipment
- Electric panels, and lighting circuits
- Compressors

The Contractor will be compensated for such services at a percentage markup of the cost the Contractor pays for the item or service (wholesale price). **State the markup percentage:** _____; actual invoices must be submitted with billing in order for invoices to be paid.

All special item purchases must be approved, in writing, by the City's Project Manager prior to any purchases being made.

RIGHTS AND OBLIGATIONS OF CITY:

1. City's Project Manager: The City's Project Manager, who shall be empowered to act for the City in accordance with the provisions of this contract where such acts are not contrary to law of City ordinances, shall be the Utilities Director or his designee. The City's Project Manager will audit the billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of this contract. Changes in the contract may be made only with the approval of the Flagstaff City Council in advance of said change.
2. Inspection: Inspectors may be stationed on the worksite to report to the Project Manager as to the progress of the work, the manner in which it is being performed and to report whenever it appears that materials furnished and work performed by the Contractor fails to fulfill the requirements of this contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed work that is satisfactory.

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the work is completed and accepted by the City's Project Manager.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR:

1. Contractor's Licenses: Each proposer shall state his/her Arizona Commercial State Contractor's License Number and Classification as evidence that he/she is qualified to contract the work as indicated in the specifications. Each Contractor is required to have a commercial license issued by the State of Arizona Registrar of Contractors regardless of their location.
2. Authorization to Proceed: Specific authorization to proceed with the services described in "Well Maintenance Specifications" and Schedules shall be as follows:
 - a. Authorization to proceed shall be by a telephone call from the City's Project Manager or designee confirmed in writing (Task Order).
 - For special services, the Contractor shall include a description of the work to be Performed and the schedule for commencing and completing the work.
3. Response Time: After authorization to proceed has been provided the Contractor by the City in the above described manner, the Contractor shall respond with manpower, equipment and materials to the area requested within the following time frames:
 - a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's authorization to proceed.
 - b. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the next available rig or equipment called for, but not later than three (3) calendar days after the City's authorization to proceed.

Time is of the essence in the performance of this contract, and failure to respond within the specified response times shall be considered a breach of the contract and may constitute grounds for the immediate termination of this contract. It shall also be the basis for disallowance of the mobilization and/or demobilization compensation.

The Contractor is employed to render specialized service only, and any payment made is compensation solely for such services rendered. Contractor shall follow the practice its trade or profession in providing such service.

**CITY OF FLAGSTAFF
UTILITIES WELL PUMP MAINTENANCE
BID NUMBER 2014-17
BID FORM**

ITEM	DESCRIPTION	COST
1.	Total Cost Bid Schedule 1	\$ _____
2.	Total Cost Bid Schedule 2	\$ _____
3.	Total Cost Bid Schedule 3	\$ _____
4.	State mark up percentage	\$ _____
TOTAL BID PRICE		\$ _____

SPECIAL CONSIDERATIONS

DESCRIPTION	COST
CRANE	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

RESPONSE TIME:

- a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's authorization to proceed.
COMPLY: _____ DISTANCE: _____
- b. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the next available rig or equipment called for, but not later than three (3) calendar days after the City's authorization to proceed.
COMPLY: _____ DISTANCE: _____

**UTILITIES WELL AND PUMP MAINTENANCE
BID NUMBER 2014-17
BIDDER'S REFERENCES**

REFERENCES: Bidders shall submit references from relevant municipal officials for projects that are comparable in size, complexity, and scope of work sought by this Bid.

- The references should also demonstrate the Bidder's experience with Well and Pump Maintenance Services. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience.
- All references should include the name, title, telephone number of both the current owner of the company/client and the owner of the company/client at the time your services were provided. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:

	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned Vendor hereby offers and agrees to furnish the products, materials, services or construction in compliance with all terms, conditions, specifications and amendments set forth in the Invitation for Bids, Instructions, Uniform Contract Terms and Conditions, Special Terms and Conditions, Specifications/Requirements of Bid, this Offer and Contract Award, and any written exceptions in the Offer (the "Contract Documents"). The Undersigned Vendor also certifies by signing and submitting this Offer and Contract Award that Undersigned Vendor has the legal authority to enter into a contract with the City.

For clarification of this Offer, contact:

E-Mail Address: _____

Name: _____

Federal ID Number: _____

Phone: _____

Fax No.: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip
Type of Legal Entity (select applicable box)

Title

Date: _____

☐ Corporation ☐ LLC ☐ Partnership
☐ Sole Proprietor ☐ Other _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your Offer is hereby accepted.

Vendor is now bound to sell the products, materials, services or construction listed in the attached award notice based upon the solicitation, including all Contract Documents, which are incorporated herein by reference, and Vendor's Offer as accepted by the City of Flagstaff.

This Contract shall henceforth be referred to as Contract No. 2014-17. Vendor is hereby cautioned not to commence any billable work or provide any products, materials, services or construction under this Contract until vendor receives an executed purchase order.

Awarded this _____ day of _____ 2013.

City Manager

Attest: _____

City Clerk

Approved as to Form:

City Attorney

VENDOR CHECK LIST

YOU SHOULD IMMEDIATELY COMPLETE AND FAX THE FOLLOWING TO (928) 213-2209.

1. Bid Acknowledgment. _____

PRIOR TO SUBMITTING YOUR BID YOU SHOULD VERIFY THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED.

1. Verified your extensions and bid amounts? _____
2. Clearly noted all exceptions to City specifications? _____
3. Enclosed full descriptive information requested? _____
4. Attached all required drawings & specifications? _____
5. Addressed all bid specification requirements? _____
6. Completed the sales tax information? _____
7. Returned complete bid package? _____
8. Addressed bid envelope per instructions? _____
9. Include insurance verification (If Requested). _____
10. Completed and signed the Offer and Contract Award? _____

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jerene Watson, Deputy City Manager
Co-Submitter: Kevin Burke, City Manager
Date: 12/03/2013
Meeting Date: 12/17/2013



TITLE

Approval of Draft 2014 City of Flagstaff State & Federal Legislative Priorities Agenda

RECOMMENDED ACTION:

Approve the City of Flagstaff legislative priorities for 2014 covering regional, state and federal issues. Council approval will serve as the basis for positions and actions of City staff and contracted lobbyists representing the City in regional meetings, in state forums involving the Governor, state agencies or before the State Legislature, Congress and federal agencies.

INFORMATION

The attached State and Federal Legislative Priorities agenda was discussed in Work Session on November 26 and provides an update of that discussion with changes made. Our adopted legislative agenda establishes City of Flagstaff positions on issues, policies and projects of legislative interest. Materials that guide our lobbying and communication efforts and comprise the context for this legislative agenda include:

- Legislative Protocols
- Annual Legislative Calendar which provides a high level overview of how legislation flows at the state and federal levels.
- League of Arizona Cities and Towns 2014 Legislative Resolutions that will guide the League's lobbying efforts in the next state legislative session on behalf of municipalities.
- League's 2013 Municipal Policy Statement
- Our own Guiding Principles

Issues identified may impact the Council's vision and mission in fulfilling City goals and objectives, promoting community values and protecting residents' quality of life. This final Legislative Priorities agenda provides the positions and message that will represent the City in the various opportunities to impact state and federal legislation or decisions made at other governmental levels.

Attachments: 2014 COF Legislative Agenda
2014 AZ League Resolutions (final)
Annual Legislative Calendar 13-14
Legislative Protocols
2013 League Municipal Policy Statement

Form Review

Inbox

Reviewed By

Date

Legal Assistant	Jerene Watson	12/03/2013 03:37 PM
DCM - Jerene Watson (Originator)	Jerene Watson	12/03/2013 03:43 PM
City Manager	Kevin Burke	12/05/2013 05:00 PM
Form Started By: Jerene Watson		Started On: 12/03/2013 02:59 PM
	Final Approval Date: 12/05/2013	



City of Flagstaff Intergovernmental Affairs Program

2014 LEGISLATIVE AGENDA PRIORITIES

The City of Flagstaff Intergovernmental Affairs program addresses legislative initiatives at the county, state, and federal levels which follow an annual cycle of development, captured on the attached legislative calendar. The program mission is to develop and advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. As a member of the League of Arizona Cities and Towns, the City of Flagstaff has helped develop and has signed onto the slate of League resolutions (attached) in support of common legislative efforts benefitting Arizona cities. Council adoption of the League resolutions, our identified priorities and guiding principles authorizes staff or City representatives to take positions generally consistent with our legislative priorities.

The attached Guiding Principles of the League of Arizona Cities and Towns is part of our legislative agenda. Additionally, the following objectives strengthen local government, promote City goals and defend the City against legislative actions by the State or Federal governments that would weaken our authority or take away traditional revenue sources. These are presented as part of the 2014 Legislative Agenda for the City of Flagstaff.

Guiding Principles

- Local Control: Protect local revenues and local authority, which reflect core principles for local government. Flagstaff believes local government best represents local communities in the areas of regulatory, finance, and administrative decision-making. This representation requires opposing any unfunded mandates at the Federal and State levels
- Regional Communication & Partnerships: the County has a direct impact upon the quality of life in Flagstaff and it is essential that the City maintain positive relations and direct communications with our County partner to promote mutual legislative actions. This can be accomplished formally through participation in joint meetings with the County as well as The Alliance for the 2nd Century whose membership includes Coconino Community College (CCC), Coconino County, the Flagstaff Unified School District (FUSD), and Northern Arizona University (NAU). Periodic meetings with Hopi and Navajo tribes are also beneficial for partnership on matters of mutual concern as well as membership in Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to be involved in planning of our regional transportation and the Northern Arizona Council of Governments (NACOG).
- Council Goals: Advancing or defending goals of the City Council and adopted legislative priorities in effect during the 2014 legislative session does not require additional Council action.

State

- **STATE SHARED REVENUES:** Protect state shared revenue to municipalities as a revenue percentage and a revenue source.
- **HURF RESTORATION:** Full lobbying support of League Resolution #11 to stop future sweeps of HURF (Highway User Revenue Funds) dollars and actions that restoring 2008 levels of funding as well as allocate new dollars to transportation.
- **ADOT ROW USE:** Obtain state permission (AZ Dept. of Transportation) to place a water pipeline in the I-40 right-of-way from Red Gap Ranch to Flagstaff, including US Forest Service land.
- **FOREST HEALTH:** Support any state efforts designed to reduce forest fire dangers in the region, encouraging state investment opportunities or matching funds to treat areas in and around cities.
- **PENSION REFORM:** In coordination with the League of AZ Cities and Towns, support efforts studying or implementing pension reforms which obtain greater flexibility to manage pension plans affecting municipal employees. This includes obtaining more control of determining part-time classification.
- **ECONOMIC DEVELOPMENT TOOLS:** Retain and enhance economic development tools that enable cities to compete on a national and international level for business retention and attraction that further the economic viability of Flagstaff and greater Northern Arizona.
- **SALES TAX SYSTEMS INTEGRATION:** Support legislative actions as needed to assist in the AZ Department of Revenue (ADOR) integration of our sales tax systems in time for the January 1, 2015 deadline.
- **ENERGY DISTRICTS:** Seek enabling legislation for 'Energy Districts' that provides flexible financing authority for commercial entities via finance mechanisms for upfront investment capital in energy efficiency and renewable energy improvements to properties.
- **BUILDING CODE TECHNICAL AMENDMENT:** Amend ARS Statute 32-144, A (4) by adding an exception to allow non-registrants to design non-bearing walls in a tenant improvement (Note: This limitation does not apply to non-bearing walls in tenant improvements in existing buildings for assemblies, businesses, or mercantile type occupancies.)
- **GRAFFITI:** Full lobbying support of League Resolution #9 to amend the state criminal code to ensure restitution for graffiti offenses includes all costs of the abatement of the graffiti.
- **DARK SKIES:** Encourage restoration of dark skies protections by eliminating electronic billboards on all lands across the county, including tribal nations.
- **I-11 CORRIDOR:** Seek assistance from ADOT and the state on getting an economic impact study of the proposed I-11 Corridor on northern Arizona cities east of the proposed route.
- **VETERANS AFFAIRS:** Support efforts for the establishment of a VA Home in Bellemont and the financial support needed from the State as matching funds to the federal allocation for the home.

Federal

- Rio de Flag Flood Control Project – Complete the Limited Re-evaluation Report and obtain necessary approvals from the Assistant Secretary of the Army so as to be included in any USACE work plan or report to Congress as an authorized project.
 - Water Resources Development Reauthorization – Protect language in House and Senate bills that allow for self-administration pilot projects
- Transportation – Secure authorization and fiscal resources for the Regional Transportation Plan priorities including Lone Tree Interchange and the 4th Street Bridge over I-40, along with widening of Highway 180.
- Forest Health – Leverage voter approved bonds for forest restoration with federal dollars to maximize acreage to be treated and ensure that resources and funding continue to flow to important regional projects such as 4FRI and ERI.
- Water – Secure easement rights for required water transmission line located within Interstate 40 right-of-way or other Council-approved route.
- FAA (Airport) –
 - Resurface & Restripe Runway which has aged excessively; funding request FY 2015, \$3.3M
 - Construct non-revenue multi-level parking structure to increase passenger parking capacity at the airport terminal; funding request FY 2016 \$4M and FY 2017 \$4M for a total estimated project cost of \$8M.
 - Purchase 167.89 acres of Airport land, which contains Runway Protection Zone, Avigation Easement, Lake Mary Park land and the Water Treatment Plant; funding request FY 2018 in the amount of \$6.7M
- FEMA - Schultz Flooding Inner Basin Pipeline - Timber Retaining Wall appeal letter (to be sent) for \$124,443, the amount declined by ADEM (AZ Dept. of Emergency Management)

Further Collaboration

Support regional, state and federal partnerships that may advance applicable legislation in support of the City of Flagstaff.

Regional	State	National
Coconino County	League of Arizona Cities and Towns	National League of Cities and Towns
Flagstaff Unified School District	Coconino Community College	Conference of Mayors
Northern Arizona Council of Governments (NACOG)	Northern Arizona University	US Forest Service
Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)	AZ Game and Fish	US Parks Service
Northern Arizona Municipal Water Users Association (NAMWUA)	Arizona State Land Department	Hopi Tribal Nation
Coconino Plateau Water Advisory Council	State Forestry – State Forest Health Council	Navajo Tribal Nation
Greater Flagstaff Forest Partnership	Greater Arizona Mayors' Association (GAMA)	Additional State Agencies
Chamber of Commerce		Additional Federal Agencies

Introduction

Each year, members of the League of Arizona Cities and Towns may recommend items for the League's legislative program by submitting a resolution. Those resolutions are reviewed in the summer by the Resolutions Subcommittee and are then advanced to the Resolutions Committee for a formal recommendation. The resolutions are then formally adopted at the League's Annual Business Meeting, which is held at the end of August.

The adopted resolutions, which are outlined below, inform the creation of the annual Municipal Policy Statement which serves as the principal guide for the League's legislative program for the upcoming session.

League of Arizona Cities & Towns
2014 Resolutions

Resolution Overview

No.	Summary
1	Develop and pass legislation to make the requirements for annexation a more simple and flexible process.
3	Prohibit fire districts from annexing areas inside a municipal planning area without the consent of the municipality, unless the municipality does not operate a municipal fire department.
6	Authorize street light improvement districts (SLIDs) to levy and expend money to repair, maintain and replace lighting facilities.
9	Amend A.R.S. Title 13 (Criminal Code) to ensure that restitution for graffiti includes all costs of a victim associated with graffiti abatement.
11	Stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and restore HURF funding to FY2008 levels.
12	Develop and pass legislation to ensure the viability of Arizona state parks and to restore the Arizona state park heritage fund.
16	Include one representative from a large city along with one representative from a small non-metropolitan city on the Public Safety Personnel Retirement System Board of Trustees.
19	Pass legislation or engage in other activities that support and advocate for resources to improve Arizona's ports of entry with Mexico and related infrastructure.
20	Support the long-term retention of Arizona's military installations.

League Staff Resolutions

No.	Summary
1	Preserve the tax exempt status of municipal bonds.
2	Pass the Marketplace Fairness Act.

League of Arizona Cities & Towns

2014 Resolutions

Resolution #1

Develop and pass legislation to make the requirements for annexation a more simple and flexible process.

Submitted by: Town of Oro Valley, City of Bullhead City, Town of Marana, City of Yuma, Town of Wickenburg

A. Purpose and Effect of Resolution

The annexation process is cumbersome and needs examination. This resolution proposes to advocate for reasonable solutions to the annexation dilemma.

Certain problems arise in the process of annexation. Excessive signature requirements are a deterrent. Cities and towns are required to obtain signatures from utility companies, and other entities, that do not own real property in the proposed annexation area. Cities and towns are also required to meet an assessed valuation threshold; but when they do not levy a property tax, the value of the property is irrelevant.

In addition, over time cities created county islands by annexing around the areas that did not meet the minimum signature requirements to become part of a city. The result is that there are pockets of non-incorporated areas dotted throughout cities. The unintended consequence of this action is that these county islands do not receive the same level of public services as property as close as next door. Property owners should receive services for taxes paid, and unincorporated area residents buy goods and services in cities and towns but do not receive police protection and other basic urban services. County services address the needs of largely rural areas and do not generally meet the needs of these urban areas.

The League, interested members and other stakeholders should convene to discuss these problematic areas and design legislation that will enhance the annexation process without undue burden to any one party.

B. Relevance to Municipal Policy

Statutes regarding municipal annexation have become more complicated over time. Simplifying the annexation process is good policy, allowing cities and towns to provide important urban services within their boundaries. Annexation also fosters civic engagement in the democratic process and a sense of shared responsibility for our communities. Residents living in unincorporated areas are affected by decisions made by cities and towns, yet they have no voice in the governing process.

C. Fiscal Impact to Cities and Towns

League of Arizona Cities & Towns

2014 Resolutions

Reducing the unincorporated population is a key strategy for cities and counties to maintain fiscal stability. Annexation allows cities and towns a way to expand their retail sales tax base, providing greater fiscal stability. This increased governance capacity ensures that cities and towns are able to provide adequate services to all Arizona citizens.

If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to determine when and if they annex these areas. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be different for each community. But nothing in the legislation should require a city or town to annex county islands if they feel they cannot provide services.

D. Fiscal Impact to the State

There is no fiscal impact to the state when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government. Eliminating barriers to annexation would also encourage economic development, which would ultimately result in increased revenue to the state.

E. Contact Information

Name: Kevin J. Burke	Title: Assistant to the Town Manager
Phone: 520-260-1346	Email: kburke@orovalleyaz.gov

Name: Connie S. Scoggins	Title: Assistant City Attorney
Phone: 928 373-5055	Email: Connie.Scoggins@Yumaaz.gov

Resolution #3

Resolves that the Arizona State Legislature should amend Title 48 to prohibit fire districts from annexing areas inside a municipal planning area without the consent of the municipality unless the municipality does not operate a municipal fire department.

Submitted by: City of Peoria, City of Surprise

A. Purpose and Effect of Resolution

Fire district annexations in municipal planning areas that occur without the consent of the municipality result in duplicity of services and facilities. Cities and towns engage in long-term capital planning to serve their entire planning area and are required to do so by state law. Fire districts may seek to annex such areas without regard for the city or town's plan, solely to obtain revenue. Taxpayers are left paying for facilities they may not need.

B. Relevance to Municipal Policy

This is a problem in rapidly growing cities, primarily in those located in the urban areas of the state. When fire districts annex without regard to municipal plans, a city or town and its residents incur additional costs. The proposed legislation treats these annexations as other intergovernmental annexations, which require that governments consult and agree.

C. Fiscal Impact to Cities and Towns

This change would reduce wasteful spending caused by duplicative facilities.

D. Fiscal Impact to the State

None is anticipated.

E. Contact Information

Name: John Schell	Title: Director, Intergovernmental & Council Affairs
Phone: (623) 695-0573	Email: john.schell@peoriaaz.gov

Resolution #6

Amends statute to authorize street light improvement districts (SLIDs) to levy and expend money to repair, maintain and replace lighting facilities. Changes in statute should also allow a municipality the option to accept the infrastructure and maintenance responsibilities of county-operated SLIDs that are located within the municipality's corporate boundaries and authorize the municipality to assume jurisdiction over fully annexed county street light improvement districts.

Submitted by: City of Scottsdale, City of Apache Junction, City of Casa Grande

A. Purpose and Effect of Resolution

A street light improvement district (SLID) is a special taxing district created by the legislature in 1971 as a mechanism for residents to integrate street lights and pay the energy costs of street lights in their neighborhoods (§48-960).

Operation and Maintenance – Under current state law, SLIDs are only authorized to levy for payment of street light energy costs — *operation and maintenance* costs are not included. As a result, SLID operation and maintenance costs are paid by all municipal taxpayers — rather than by those who directly benefit from the street light infrastructure in their districts. Legislation should seek changes to current law to allow operation and maintenance costs to be included in the levy in addition to energy costs. In addition, municipalities should be allowed to create master repair and replacement funds for SLIDs.

Consolidation – The current process for a municipality to absorb a non-municipal SLID is a piecemeal process that is costly and time consuming. Changes to statute will facilitate a simple one-time process that will allow a municipality to consolidate all of the SLIDs that exist within its corporate boundaries. These provisions would apply statewide — allowing other cities and towns to facilitate consolidation if they so choose.

B. Relevance to Municipal Policy

SLIDs are prevalent across the state. A uniform process that allows cities and towns to recoup maintenance costs for maintaining these districts and allow for the consolidation of the districts will provide long-term financial benefits and better cost forecasting to municipalities.

C. Fiscal Impact to Cities and Towns

Cities and towns that currently provide maintenance of SLID streetlight infrastructure (rather than the utility) would realize general fund savings as reimbursement of those maintenance costs become available.

D. Fiscal Impact to the State

There would be no fiscal impact to the state.

E. Contact Information

<u>Name: Brad Lundahl</u>	<u>Title: Government Relations Director</u>
<u>Phone: 480-312-2683</u>	<u>Email: blundahl@scottsdaleaz.</u>

Resolution #9

Amends A.R.S. Title 13 (Criminal Code) to ensure that restitution for graffiti includes all costs of a victim associated with graffiti abatement.

Submitted by: City of Yuma, Town of Wickenburg, City of Apache Junction, City of Flagstaff

A. Purpose and Effect of Resolution

Graffiti is a continuing and fast-growing problem for cities and towns. The level of punishment for individuals committing illegal acts of graffiti is a difficult and complex issue. Abatement of graffiti and apprehension and prosecution of the perpetrator is costly to cities and towns, and these costs are seldom, if ever, recovered. Arizona statutes allow prosecution of graffiti under the criminal code as criminal damage. Because graffiti is such an immediate and growing problem on both public and private property, it needs to be addressed in statutes setting forth stricter penalties for graffiti.

Restitution ordered by the court for graffiti offenses should include the full amount of damages to the victim. This means a victim, as a matter of law, would be entitled to the full, reasonable reimbursement for the amount paid to a third-party contractor to abate graffiti damage to his or her property, or, alternatively, if the victim abates the graffiti damage without retaining a third-party contractor, the victim should be entitled to full, reasonable compensation for his or her time spent abating the graffiti, for reimbursement of the costs of all materials used to abate the graffiti and for vehicle mileage or vehicle rental fee for vehicles the victim used to abate the graffiti.

As it stands now, some courts have been reluctant to award the full amount of damages as restitution when the victim is a private company, a municipality or other government agency that uses its own employees and equipment to abate graffiti damage. Additionally, a community service component could be added to the penalty, as done in New Mexico and California, which would provide even greater disincentives, especially if the community service involved cleaning up graffiti.

B. Relevance to Municipal Policy

The physical appearance of communities is a source of pride for Arizona cities and towns. It is one of the factors that attract people to visit or relocate to an area. While graffiti was once limited to older and deteriorating communities or facilities, it has become prevalent in all areas of cities, regardless of age, appearance, use or value. Despite the penalties for selling instruments of graffiti to minors enacted in the last few years, the number of incidents and the extent of damages have continued to increase. Stiffer penalties are needed to deter the rising tide of this vandalism.

C. Fiscal Impact to Cities and Towns

Graffiti abatement in fiscal year 2012-2013 has so far cost the city of Yuma \$117,645, despite a policy to aggressively pursue restitution from the courts. The costs to Yuma are high. Therefore, it would follow that statewide costs may be in the millions of dollars. Increasing the penalties for criminal damage may deter graffiti vandals and reduce the number of incidents and the extent of damages, thereby reducing costs of abatement. Any additional revenue generated from the stronger penalties could be directed to reduce the costs to cities and towns for abatement. Also, if violators are required to perform community service, they would be able to witness the consequences their actions have on the community.

D. Fiscal Impact to the State

Because graffiti may also occur on state-owned properties, abatement costs to the state could be reduced.

E. Contact Information

Name: Connie Scoggins	Title: Assistant City Attorney
Phone: (928) 373-5055	Email: Connie.Scoggins@YumaAz.gov

Resolution #11

Urges the Arizona State Legislature to stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and to restore HURF funding to FY2008 levels.

Submitted by: City of Yuma, Town of Wickenburg, City of Sedona, City of Kingman, City of Lake Havasu City, City of Apache Junction, Town of Fountain Hills, City of Flagstaff, City of Sierra Vista

A. Purpose and Effect of Resolution

HURF funds come from a number of sources, including use fuel taxes, motor carrier fees, vehicle license taxes and motor vehicle registration fees. Statutes provide a method of distributing these funds among the state, counties and municipalities for the purpose of construction, improvements and maintenance of streets and roadways within their jurisdictions. The state has swept portions of these revenues each year since FY2008, mainly to support the Arizona Department of Public Safety (DPS). These sweeps affect every municipality and county in the state. As a result of these sweeps, more than 38 percent of Yuma's major roadways are in poor or below average condition. Delayed maintenance on streets has caused many streets to now need total replacement, at a much greater cost. The poor condition of transportation infrastructure is a detriment to attracting new commerce and industry.

In addition to the direct impact on cities and towns' streets and roadways, this slowdown and halt of street construction and maintenance has cost jobs. The Arizona chapter of the Associated General Contractors estimated in 2011 that an estimated 42,000 jobs have been lost due to the lack of highway construction. This loss has had a negative impact on the economic viability of the state.

B. Relevance to Municipal Policy

The longer the attention to street maintenance is neglected, the more costly it becomes to bring streets up to even average condition. Many Arizona counties, cities and towns experience a significant rise in population during the winter months. The declining street infrastructure negatively affects the state's tourism industry and makes other warm states more attractive to these visitors.

C. Fiscal Impact to Cities and Towns

The sweeps have touched every county, city and town in Arizona. There are no replacement revenues for cities to tap. As maintenance is delayed, the cost rises. Restoring full HURF funding to local jurisdictions will allow much needed street replacement, repair and maintenance.

D. Fiscal Impact to the State

Reinstating the statutory distribution of HURF monies, including the funds to be allocated to DPS pursuant to statute, may require the state find other sources of revenue for DPS.

E. Contact Information

Name: <u>Connie S. Scoggins</u>	Title: <u>Assistant City Attorney</u>
Phone: <u>(928) 373-5055</u>	Email: <u>Connie.Scoggins@yumaaz.go</u>

Resolution #13

Urges the authorization of expenditure and full appropriations through the reenactment of repealed A.R.S. § 41-501, 503 and 504 to restore the Arizona State Park Heritage Fund.

Submitted by: City of Sedona, City of Kingman, Town of Camp Verde, Town of Jerome, City of Somerton, Town of Oro Valley, City of Sierra Vista, City of Cottonwood, City of Flagstaff, Town of Clarkdale

A. Purpose and Effect of Resolution

The Arizona State Parks (ASP) Board Heritage Fund, established in November 1990 by voter initiative, provided up to \$10 million annually to Arizona State Parks from Arizona Lottery proceeds (A.R.S. § 41-503). There were three competitive grant programs offered annually from the Heritage Fund dollars to provide opportunities for the public to enjoy parks and outdoor recreation and to help preserve natural and cultural resources. Seventeen percent of the State Parks Heritage Fund revenues were available annually (up to \$1.7 million) through the Historic Preservation Grant Program. Thirty-five percent of the revenues (up to \$3.5 million) were available through the Local, Regional and State Parks (LRSP) Grant Program, and five percent of the revenues (up to \$500,000) went to the Trails Heritage Fund, of which 95 percent was available through the competitive grant program.

Since 2009, sweeps of the Heritage Fund resulted in the discontinuation of the Heritage Fund Grant Programs due to lack of funding. The Heritage Fund Grant Programs were an important source of funding, through the LRSP in particular, to cities and towns for their ability to enhance and expand local park sites. The sweep of Heritage Funds directly impacts the ability of cities and towns to provide funds to conserve our state's natural, cultural and historic resources and shifts costs to cities and towns that are the burden of the state and which benefit the state.

Not only were the remaining Heritage Funds eliminated — funds that were used for capital improvements to Arizona State Parks — but the legislature fully repealed the funding mechanism for Heritage Funds through the repeal of authorizing statutes A.R.S. § 41-501, 503 and 504 effective on July 1, 2011. The FY12 state budget swept the remaining \$2,090,000 of the Enhancement Fund, which eliminated the amount available for capital programs and left ASP with no capital funds available to repair structural emergencies. Without reauthorization of the related statutes, there is no vehicle to appropriate funds, and the future of not only local funding but the entirety of Arizona State Parks hangs in the balance. The inability to fund needed capital improvements, or even emergency repairs, puts ASP at a dangerous financial precipice.

B. Relevance to Municipal Policy

Approval of this resolution and resulting policy changes would provide a vehicle for funding to continue the ability of municipalities and the state to provide and enhance the conservation of ou

r state's natural, cultural and historic resources. It would shift the responsibility for these programs back to the state and reinforce the voter-approved initiative that originally placed the burden on the state.

C. Fiscal Impact to Cities and Towns

Reenactment of Arizona Heritage Fund appropriations would have a significant positive impact on recreational opportunities, environmental education for the K-12 curriculum and enrichment for educators, grants and research, and response to and help with ameliorating human-wildlife conflicts in urban areas. It also positively impacts the viability of state parks as the sweep of funds has left ASP without funds for capital improvements or for any structural emergency. The loss of Heritage Funds has a direct impact on cities and towns due to the economic impact of state parks, as evidenced in "The Economic Impact of Arizona State Parks 2007" study prepared by the Arizona Hospitality Research & Resource Center, Center for Business Outreach and The W. A. Franke College of Business, Northern Arizona University, in February 2009.

D. Fiscal Impact to the State

Reenactment of Arizona Heritage Fund appropriations would have a fiscal impact to the state of up to \$10 million annually.

E. Contact Information

<u>Name: Nicholas Gioello</u>	<u>Title: Assistant to the City Manager</u>
<u>Phone: 928-203-5100</u>	<u>Email: ngioello@sedonaaz.gov</u>

Resolution #16

Requests that A.R.S § 38-848.3 and A.R.S § 38-713, subsection A, paragraph 1, subdivision (b) be amended so that the Public Safety Personnel Retirement System Board of Trustees as well as the Arizona State Retirement Board include one representative from a large city along with one representative from a small non-metropolitan city.

Submitted by: City of Sierra Vista, Town of Wickenburg, City of Bisbee

A. Purpose and Effect of Resolution

This resolution seeks to ensure that both large and small cities have a representative on the Public Safety Personnel Retirement System (PSPRS) Board of Trustees as well as the Arizona State Retirement System (ASRS) Board. Small municipalities in the state are being impacted by the decisions being made to reform PSRS and ASRS. Including members from a large and a small city on the boards will allow a boarder perspective on discussions as they relate to proposed changes to the systems.

B. Relevance to Municipal Policy

This resolution's impact to cities and towns is that it would improve the discussion and ensure representation on the PSPRS Board of Trustees as well as the ASRS Board.

C. Fiscal Impact to Cities and Towns

This resolution has no fiscal impact to cities and towns.

D. Fiscal Impact to the State

This resolution has no fiscal impact to the state.

E. Contact Information

Name: Mark C. Welch	Title: Assistant to the City Manager
Phone: 520-439-2154	Email: Mark.Welch@SierraVistaAZ.gov

Resolution #19

Urges the Governor and the Arizona State Legislature to develop and pass legislation or engage in other activities that support and advocate for resources to improve Arizona's ports of entry with Mexico and related infrastructure in order to enhance international trade and improve the global competitiveness for Arizona with Mexico.

Submitted by: City of Sierra Vista, City of Yuma, City of Bisbee

A. Purpose and Effect of Resolution

Mexico is Arizona's top trading partner. Our shared border is the gateway for \$26 billion worth of imports and exports and 44 million people (crossings) each year. Mexican visitors spend approximately \$7.3 million each day in Arizona, providing an annual impact of \$2.3 billion. Trade with Mexico supports six million jobs in the U.S. and tens of thousands jobs in Arizona. In addition, Mexico is now the third-ranked commercial partner of the U.S. and the second largest market for U.S. exports.

Despite this wealth of opportunity, recent studies show that competing border states such as Texas are far outpacing Arizona when it comes to developing trade relations with Mexico. While Arizona exports to Mexico totaled about \$5.7 billion in 2011, in Texas the total was \$87 billion. Mexico is the 13th largest economy in the world, and in 2010, Mexico invested an unprecedented five percent of its Gross Domestic Product (GDP) in infrastructure.

Arizona's ports of entry face significant challenges, including aging infrastructure and an often inadequate number of customs and border protection agents needed to staff them. A heavy focus on security has impacted the tourism industry by diverting investments from needed improvements and leaving a multibillion dollar deficit in border infrastructure. For example, while investments of \$200 million into the expansion to the Nogales port of entry are progressing, no funding is allocated at this time (pending completion of appropriate studies and reviews) toward improving Arizona State Route 189, which connects the Mariposa Land Port of Entry to I-19. The U.S. General Services Administration (GSA) describes the Mariposa Land Port of Entry as "... one of the United States' busiest land ports ... serving as the main entry point for fresh produce entering from Mexico ..."

With 23 million northbound visitor border crossings and 373,000 northbound truck crossings, long waits at the border and congestion north of our ports of entry suppress economic development. In addition, greater emphasis is needed to upgrading southbound passenger vehicle and pedestrian crossings. And with significant public safety concerns arising from the 602 train crossings annually, there is clearly a need to develop an alternative to Arizona's sole rail port of entry in Nogales in order to respond to increasing manufacturing and sea port expansions in Mexico. According to the Arizona State University North American Center for Transborder Studies, needed enhancements include staffing, technology, infrastructure and communications.

Through the League of Arizona Cities and Towns, Arizona's cities and towns should unite in support of legislation or other policies that will enhance international trade and improve the global competitiveness for Arizona with Mexico, which is the 13th largest economy in the world and the state's number one trading partner.

B. Relevance to Municipal Policy

The vast majority of the economic benefit generated by trade passing through Arizona's ports of entry is realized within the state's cities and towns. For example, nearly half (43%) of all of the winter produce consumed in the United States comes through the Nogales port of entry. Along with produce, which makes up 28 percent of Arizona imports from Mexico, other major commodities include electrical machinery and equipment (18%); machinery and mechanisms (12%); edible fruits and nuts (11%); vehicles (6%); and optical, photographic and cinemagraphic equipment (4%).

The logistics centers, warehousing and distribution facilities, and value-added manufacturing facilities for these commodities are located primarily within the state's cities and towns, along with the associated sustainable wage jobs that are created as a result of this economic activity. The economic multiplier effect that these jobs create adds to the prosperity in these communities and enhances tax revenue at a time when every dollar of local revenue is even more precious to cities and towns. Enhancing trade opportunities with Mexico will only further stimulate the economies in Arizona's cities and towns.

C. Fiscal Impact to Cities and Towns

As described above, enhancing international trade and improving the global competitiveness for Arizona with Mexico will have a positive fiscal impact to cities and towns.

D. Fiscal Impact to the State

Similarly, supporting the requested legislation and policies will have a positive fiscal impact to the state and will further diversify our economic base. Failure to do so will sustain the advantage that other border states currently enjoy over Arizona.

E. Contact Information

Name: Mary Jacobs	Title: Assistant City Manager
Phone: 520-458-3315	Email: Mary.Jacobs@SierraVistaAZ.gov

Resolution #20

Urges the Governor and the Arizona State Legislature to develop and pass legislation that supports the long-term retention of Arizona’s military installations and provides opportunities to use the synergies connected to the military operations in the attraction of new or expanded governmental and non-governmental missions or businesses.

Submitted by: City of Sierra Vista, City of Yuma, City of Bisbee

A. Purpose and Effect of Resolution

Arizona’s military sector is an essential component of the state economy and most local economies within the state. There are five major military installations in Arizona, plus four principal National Guard operations. According to a 2008 report by the Maguire Group, commissioned by the Arizona Department of Commerce at the time, it is conservatively estimated that this sector produces over 96,000 direct, indirect and induced jobs in the state, with over \$9.1 billion in economic impact.

The Maguire report further quantified the amount of revenue Arizona’s military installations contribute directly to state and local governments at just over \$400 million annually, split nearly evenly between the two. In general, jobs connected to the military are especially valuable to the Arizona economy because they are largely unaffected by routine economic cycles, which means revenues associated with their presence are more stable.

The Maguire report noted “Arizona would do well to guard this economic asset and preserve its viability.” It further stated, “Maintaining these operations and the jobs and economic output they support should be a priority of state and local government.”

Support from Arizona’s local governments, through the League of Arizona Cities and Towns, for legislation that could enhance military effectiveness or protect against efforts to erode military missions is critical in the state’s long term success retaining Luke AFB, Davis-Monthan AFB, Fort Huachuca, Marine Corp Air Station Yuma and the Yuma Army Proving Ground.

Arizona’s cities and towns must be unified in their support for the military, working together to identify opportunities to demonstrate that support through such things as encouraging officials from state and local government to elevate needs identified by military installations for legislative action; supporting the continued activity and existence of the Governor’s Military Affairs Commission; supporting funding for economic development efforts at the state level to attract new/expanded military and military-connected missions and businesses; encouraging the use and continued funding of the Military Installation Funds (MIF) to help mitigate encroachment; and supporting legislative proposals regarding state land transfers to reduce potential encroachment around military installations.

B. Relevance to Municipal Policy

At a time in which every dollar of local revenue is even more precious to cities and towns, municipalities must guard against inadvertent or blatant measures that could jeopardize existing military installations and the over \$200 million it directly contributes to local government. Encroachment is a major issue across the state, and is not only associated with new subdivisions. Water use, electromagnetic interference, lighting, airspace and other issues can ultimately affect military missions, or could result in the state's five major bases not being considered for realigned missions in the future.

The Maguire study excluded military-related businesses such as Raytheon, Boeing and those associated with the redeveloped Williams Center in Gilbert, which take advantage of synergies with the state's military community but separately add hundreds of millions more in economic impact to the state and local economies. But if the military missions are not retained, then opportunities to grow or expand these types of businesses, and the resulting impact on the state and local economy, could be missed.

C. Fiscal Impact to Cities and Towns

Failure to protect such a valuable asset to the state will have a direct and potentially devastating effect on local government. The military industry directly contributes approximately \$200 million in tax revenues annually to local government alone.

D. Fiscal Impact to the State

Similarly, Arizona's military installations contribute about \$200 million in revenue annually to the state government. Any loss of missions could erode that revenue, as well as impact future expansion opportunities for both military and non-military missions.

E. Contact Information

Name: Mary Jacobs	Title: Assistant City Manager
Phone: 520-458-3315	Email: Mary.Jacobs@SierraVistaAZ.gov

League Staff Resolution #1

Urges the United States Congress to reject any proposal limiting the value of the tax-exemption for municipal bonds.

Submitted by: League Staff

A. Purpose and Effect of Resolution

This resolution seeks to preserve the tax exemption for municipal bonds. Since these bonds are the primary source of infrastructure development funding in cities and towns, the elimination of the tax exemption would imperil the development of crucial projects within Arizona's municipalities.

B. Relevance to Municipal Policy

Municipal bonds finance infrastructure projects that directly impact the citizens and businesses of our communities – roads, water and wastewater systems, fire and police stations, etc. Fewer infrastructure projects would diminish a city's ability to serve its citizens and to attract new businesses or retain current ones.

C. Fiscal Impact to Cities and Towns

Exempting municipal bond interest from federal taxation reduces the cost of infrastructure financing by local governments. An average of 25 to 30 percent is saved on interest costs with tax-exempt municipal bonds as compared to taxable bonds. These savings arise because investors are willing to accept lower interest on tax-exempt bonds in conjunction with the tax benefit.

D. Fiscal Impact to the State

If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs and greater burdens on citizens who will have to pay higher taxes and fees.

E. Contact Information

Name: René Guillen	Title: Legislative Director
Phone: 602-258-5786	Email: rguillen@azleague.org

League Staff Resolution #2

Urges the United States Congress to pass the Marketplace Fairness Act.

Submitted by: League Staff

A. Purpose and Effect of Resolution

The Marketplace Fairness Act (MFA) is designed to collect sales tax regardless of the location of the seller. The League supports the MFA as a mechanism to appropriately increase revenue to support critical municipal services such as police, fire and infrastructure development. Collecting sales tax from remote sellers and online sales would level the playing field for brick and mortar local stores and would significantly increase revenues for municipalities throughout the state.

B. Relevance to Municipal Policy

By collecting taxes from sources outside the state, municipal government would be able to enhance their constituent services without burdening local businesses. This new source of revenue may also alleviate any strains on other sources of taxation.

C. Fiscal Impact to Cities and Towns

There can be a significant positive impact to cities and towns, although the precise amount will be difficult to ascertain. Estimates have been in the hundreds of millions of dollars statewide.

D. Fiscal Impact to the State

The state should also see a gain in sales tax revenue from the passage of the MFA.

E. Contact Information

Name: René Guillen	Title: Legislative Director
Phone: (602) 258-5786	Email: rguillen@azleague.org

ANNUAL LEGISLATIVE CALENDAR

City of Flagstaff, AZ

January

- **State Legislative Session begins**

It is set to begin the Monday after the first Tuesday with a 100-day legislature target timeline, hopefully ending in April. In recent past, the Session has extended into June.

- **City's State/Federal Legislative Agendas presented to Council** (if not in November-December)

February

- **President's Budget goes to Congress**

- **Congressional Offices** review of requests from constituent cities and towns begins for inclusion in their requests during the federal budget cycle to be ready for the primary federal appropriations process which begins in March.

March

- **Federal Appropriations Processes officially begins in Congress** – committee hearings and legislation “mark-ups” occur from March into May. Then the legislation typically moves into the Appropriations Conference Committees of the two respective Chambers of Congress to move towards final bill language to be presented for congressional votes.

- **National League of Cities, Congress of Cities – Washington, D.C.**

This typically begins the second week of March and is designed for municipal officials to convene in Washington annually to learn about cities' legislative agendas, both collectively and individually by municipality. Elected officials have two days of General Sessions where they hear from national leaders from Congress or the Administration and well-known national media individuals. Small break-out sessions on issues of importance to local governments are offered with opportunities to informally network with other counterparts from around the country. The final “event” for Arizona, scheduled by the AZ League of Cities staff, is a continental breakfast meeting with our two US Senators and Arizona local officials held in a briefing room on Capitol Hill.

An earlier time period or this national conference can be ideal to schedule appointments with our congressional delegation to lobby for specific needs either before, during and/or after the conference. It is typically more effective to go just ahead of the conference and meet on a Thursday when the Members of Congress are still on the Hill – often they fly to their home districts on Friday and don't return until late Monday or early Tuesday.

May/July

- **Congressional Appropriations/Earmarks released in public documents**

May – August

- **AZ League of Cities resolutions process begins**

- During the spring & summer, a call goes out to cities via their Mayors & Managers, and Intergovernmental Programs directors in those cities who have them, asking for potential resolutions that cities would like to see supported in the legislative process. Often these resolutions are precursors to actual legislation that gets drafted.
- A process is used to facilitate the various interests, and it culminates at the annual League of Arizona Cities & Towns conference
- Resolutions now require at least two cities to participate; currently the deadline for submission of resolutions falls between mid-June and mid-July, but this can change from year to year.

August/September

- **Congressional Appropriation Conference Committees meet to negotiate final dollar amounts of federal appropriations**
- **AZ League of Cities Annual Conference**
This occurs between the last week of August and early October. Resolutions are voted upon by the full membership, and these are what guide the lobbying by League staff for the next Legislative Session. If an issue is not included and approved by the League, it is not something which the League can actively lobby upon.
- Contract lobbyist for Federal issues may begin conferring with **City Manager** and **Departmental Staff** to brainstorm and strategize for next round of Appropriations
- RFP out for federal and/or state lobbying assistance when renewal periods have ended in current contract.

October/November

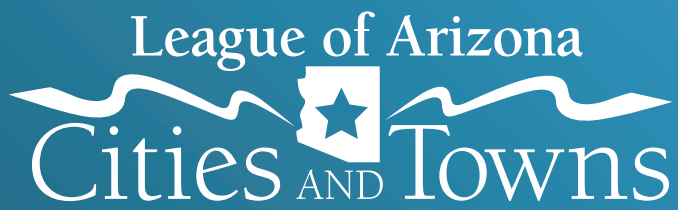
- **Federal Fiscal Year Begins** – this used to signal when Appropriations (funding) had to be completed but patterns in Congress have changed over the past decade and typically now these bills do not get completed until close to the end of the year, or even into the following January/February (or longer).
- **AZ League of Cities – Executive Committee meets** - Final approval of issues to be lobbied is given by the League's Executive Committee (25 Mayors from around the state make up the Executive Committee)
- Move towards finalizing issues that need to be monitored or put forward at the **State Legislature or for Federal appropriations. Federal legislative agenda** – presentation to Council either through contracted firm or City staff.

December

- **Legislative Reception** – a communications tool held for newly elected state and/or federal officials to get acquainted ahead of the rush of January work in their respective legislative bodies and to spend time educating them on the needs of the City and where our focus lies.
- **Federal Lobbyist** - Use contracted Washington, DC-based federal relations firm to advocate and pursue legislation, earmarks for specific projects, typically infrastructure, or other federal assistance by a professional services contractor.
- **City's State/Federal Legislative Agendas presented to Council**
- **Schedule legislative lunch with D-6 state legislators and leadership of State House & Senate** (also may be held in early January if a workable date cannot be set in December)

**Legislative/Intergovernmental Protocols
City of Flagstaff – 2013/14**

1. A City legislative priorities agenda should be approved annually by the City Council so that staff has authority to weigh in on issues without going to Council every time an issue changes or arises which is not practical and, at times, not feasible due to swift moving actions of the legislature.
2. The Council establishes guidelines or rules of engagement as a formalized protocol on how the City's positions and messaging is to be conveyed, typically done in public discussion with agreement in principle on carrying the City's message. This should be revisited with each new Council so that missteps are avoided as best as possible. Items to be determined should include:
 - a. Understanding that notification is to be made when any elected officials are meeting with elected officials of other bodies at any level of government.
 - b. It is customary and expected that appropriate staff in the other entity is notified of meetings between elected officials (a duty of the city-designated Intergov).
 - c. Annual legislative priority agendas should be adopted so there is agreement of majority opinion on what messaging City officials are to lobby for, carry into meetings or formal settings. Activities should be coordinated through the City Manager's office and with contracted government affairs or City staff assigned intergovernmental responsibilities.
 - d. Personal opinions are to be stated as such and not representing the City if they are not in alignment with the City's adopted position.
3. Staff's role is always to provide the opportunity for the elected official to be out front but to ensure they have been briefed on key points to speak with knowledge to an issue.
4. The AZ League of Cities & Towns sends Intergovernmental (IG) communications to the City intergov staff (currently Deputy City Manager), and at times to the Mayor, who may serve on the League Executive Committee, to City/Town Managers, and at times to the City Clerk, City Attorney and/or Finance Director. Staff monitors legislation of interest routinely.
5. Public lobbyists must be registered with the Secretary of State's Office and the City's Manager's Office makes sure the City Manager, Deputy City Managers and all Division (department) Directors are on the list. Elected officials do not have to be registered.
6. The laws governing gifts or favors to elected officials applies to municipalities, and any meals, gifts with monetary value, etc. should be reported (to Clerk or City Manager's staff) so that a report can be prepared as required by law.
7. Guidelines specifically for staff:
 - a. Information sent from a City computer on a legislative issue is considered representative of the City so it should not be done without blessing from the City Manager, or designee, or City Attorney.
 - b. If you are part of a professional association that lobbies, it is generally acceptable to work on their behalf on your own time, always ensuring that you are known to be representing them, not the City.



2013 MUNICIPAL POLICY STATEMENT



CORE PRINCIPLES

The League of Arizona Cities and Towns, a voluntary association of the 91 incorporated municipalities in Arizona, is governed by two core principles: to protect shared revenues and promote local decision-making authority.

LOCAL CONTROL

Decentralized government at the local level represents a fundamental principle of American democracy, recognizing that when it comes to community governance, one size does not fit all.

The League calls upon the Legislature to respect the authority of cities and towns to govern their communities in the best interests of their residents. During the 51st Legislature, the League will endorse legislation that supports and sustains the principle of local control and reject legislation that conflicts with the autonomy of cities and towns.

Specifically, the League supports legislation that will restore municipal authority to:

- Regulate the sale and use of consumer fireworks; and
- Determine the method, manner and timing of local elections.

BUDGETARY RESOURCES, ECONOMIC DEVELOPMENT AND FISCAL RESPONSIBILITY

The League is determined to safeguard the economic resources cities and towns require to ensure safety and provide high-quality services for their residents. To that end, the League calls upon the Legislature to:

- Enact a budget that maintains existing historical formulas for the distribution of state-collected shared revenue to local governments;
- Discontinue diversions of Highway User Revenue Fund monies to fund the operations of state agencies (see figure 1); and
- Remove the financial burden from municipalities regarding the construction of infrastructure for large manufacturing facilities.

Cities and towns are actively exploring new ways to promote business growth and expand the tools available to municipalities for this purpose. In partnership with the state, the League supports legislation to:

- Authorize the formation of Revenue Allocation Districts;
- Improve Arizona's ports of entry with Mexico (see figure 2);
- Support the long-term retention of Arizona's military installations (see figure 3); and
- Modify the pension statutes related to the Alternate Contribution Rate for the Arizona State Retirement System.

TOURISM AND NATURAL RESOURCES

Recognizing the many benefits provided by Arizona's extraordinary open spaces, cities and towns support the efforts of the tourism industry and are committed to the preservation of our natural resources. The League urges the passage of legislation to:

- Promote tourism as an economic engine;
- Fully fund state parks and work with cities and towns to develop mechanisms for the operation of select parks under long term leases; and
- Improve forest health and reduce wildfire threats.

REGULATORY AND PROCESS REFORM

Cities and towns continue to seek ways to improve and streamline their regulatory, licensing and acquisition processes to promote cost effectiveness and efficient service delivery. Therefore, the League will:

Oppose any regulatory reform proposal that does not promote greater efficiency, effect significant cost savings or improve existing regulatory frameworks for the mutual benefit of stakeholders;

- Support changes to regulatory reform legislation enacted in 2011 in order to improve municipal licensing and permitting processes; and
- Endorse legislation to authorize expanded municipal use of Alternative Project Delivery Methods with respect to construction contracts.

QUALITY COMMUNITIES

The League supports legislation to help cities improve communities and enhance the quality of life for their residents. The League recommends legislation to:

- Subject graffiti vandals to increased accountability;
- Promote more flexibility in the annexation of county islands; and
- Empower municipalities to engage in housing assistance efforts without existing regulatory burdens.

POPULATION FACTS:

79% of Arizonans live in incorporated cities and towns.

83% of Arizona's workforce resides within a city or town

HURF Transfers from Cities and Towns to DPS (2000 - Present)

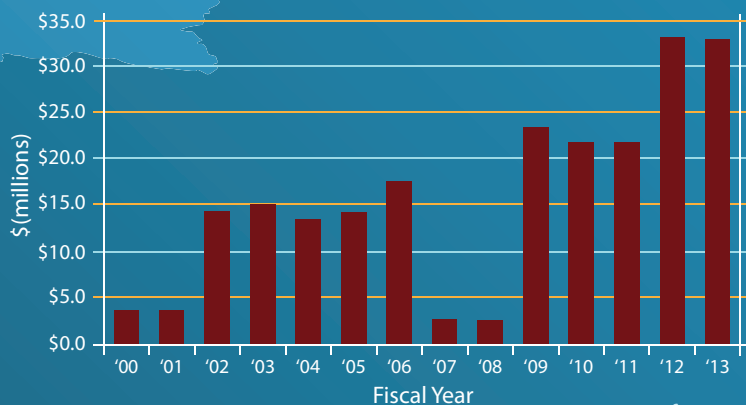


figure 1

BORDER FACTS:

- In 2011, 20,847,588 people entered Arizona through the six ports of entry with Mexico.

94% entered through the four ports of entry located within cities and towns.

PUBLIC SAFETY EXPENDITURES:

On average, cities and towns in Arizona spend more than 60% of their general fund budget on public safety

GENERAL FACTS:

General Law Cities and Towns

- Of Arizona's 91 incorporated cities and towns, 19 of those are charter cities.

Charter Cities

- 20 cities and towns incorporated prior to statehood.

MILITARY FACTS:

- The military industry creates 96,328 jobs in Arizona; 45,568 direct, 39,942 indirect, 11,269 induced.

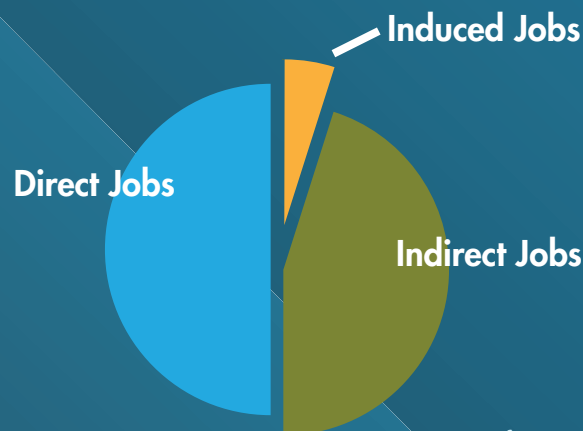


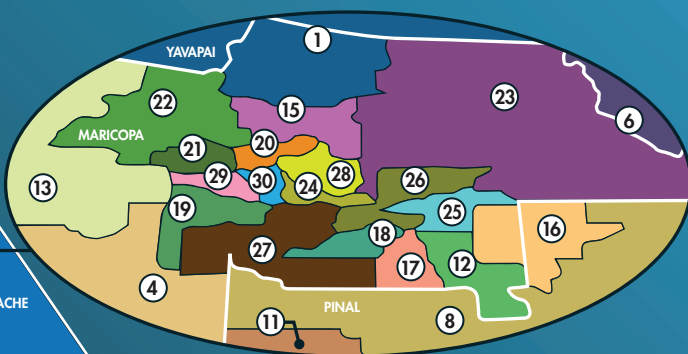
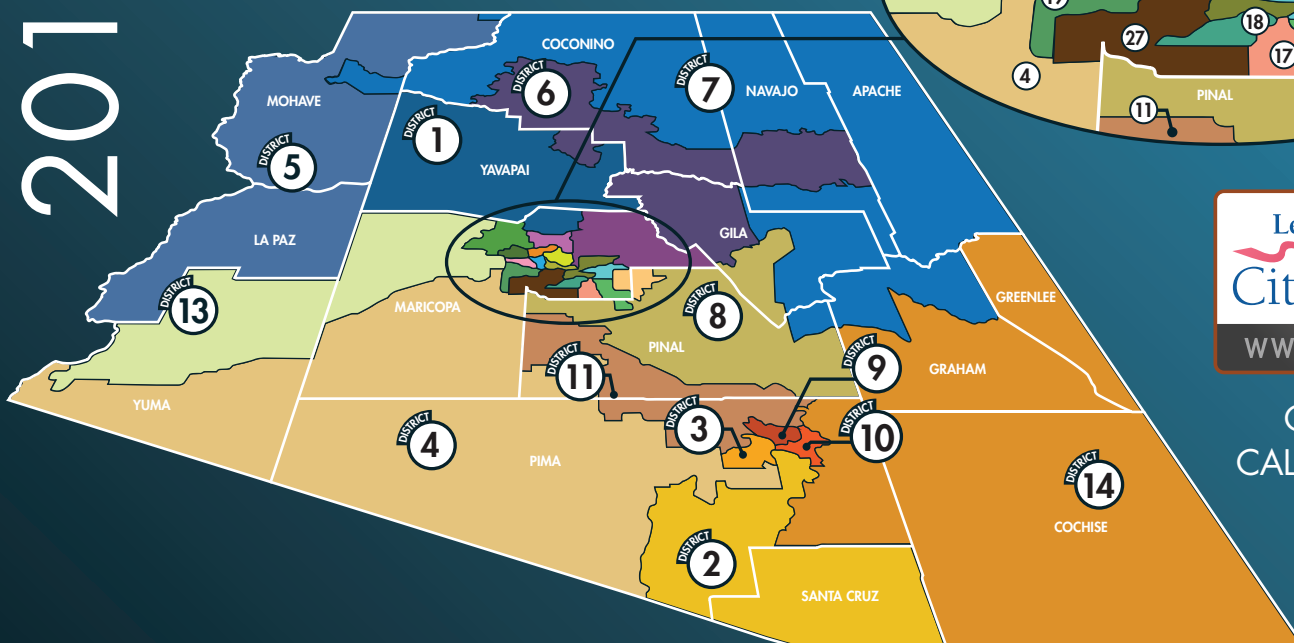
figure 3

2013 LEGISLATIVE DISTRICTS

DISTRICT 1	S Steve Pierce R Karen Fann, Andy Tobin M Carefree, Cave Creek, Chino Valley, Dewey-Humboldt, Peoria, Phoenix, Prescott, Prescott Valley, Wickenburg
DISTRICT 2	S Linda Lopez R Andrea Dalessandro, Rosanna Gabaldon M Nogales, Patagonia, Sahuarita, South Tucson, Tucson
DISTRICT 3	S Olivia Cajero Bedford R Sally Ann Gonzales, Macario Saldate M Tucson
DISTRICT 4	S Lynne Pancrazi R Juan Carlos Escamilla, Lisa Otondo M Buckeye, Gila Bend, Goodyear, San Luis, Somerton, Tucson, Yuma
DISTRICT 5	S Kelli Ward R Sonny Borrelli, Doris Goodale M Bullhead City, Colorado City, Kingman, Lake Havasu City, Parker, Quartzsite
DISTRICT 6	S Chester Crandell R Brenda Barton, Robert Thorpe M Camp Verde, Clarkdale, Cottonwood, Flagstaff, Holbrook, Jerome, Payson, Sedona, Snowflake, Star Valley, Taylor, Tusayan, Williams
DISTRICT 7	S Jack Jackson Jr. R Albert Hale, Jamescita Peshlakai M Eagar, Fredonia, Page, Pinetop-Lakeside, Show Low, Springerville, St. Johns, Winslow
DISTRICT 8	S Barbara McGuire R Frank Pratt, T.J. Shope M Casa Grande, Coolidge, Eloy, Florence, Globe, Hayden, Kearny, Mammoth, Miami, Superior, Winkelman
DISTRICT 9	S Steve Farley R Ethan Orr, Victoria Steele M Marana, Tucson
DISTRICT 10	S David Bradley R Stefanie Mach, Bruce Wheeler M Tucson

DISTRICT 11	S Al Melvin R Adam Kwasman, Steve Smith M Casa Grande, Eloy, Marana, Maricopa, Oro Valley, Tucson
DISTRICT 12	S Andy Biggs R Eddie Farnsworth, Warren Petersen M Chandler, Gilbert, Queen Creek
DISTRICT 13	S Don Shooter R Darin Mitchell, Steve Montenegro M Buckeye, El Mirage, Glendale, Goodyear, Litchfield Park, Surprise, Wellton, Wickenburg, Yuma
DISTRICT 14	S Gail Griffin R David Gowan, David Stevens M Benson, Bisbee, Clifton, Douglas, Duncan, Huachuca City, Pima, Safford, Sierra Vista, Thatcher, Tombstone, Tucson, Willcox
DISTRICT 15	S Nancy Barto R John Allen, Heather Carter M Cave Creek, Phoenix
DISTRICT 16	S Rich Crandall R Doug Coleman, Kelly Townsend M Apache Junction, Mesa, Queen Creek
DISTRICT 17	S Steve Yarbrough R Tom Forese, J.D. Mesnard M Chandler, Gilbert
DISTRICT 18	S John McComish R Jeff Dial, Bob Robson M Chandler, Guadalupe, Mesa, Phoenix, Tempe
DISTRICT 19	S Anna Tovar R Mark Cardenas, Lupe Chavira Contreras M Avondale, Phoenix, Tolleson
DISTRICT 20	S Kimberly Yee R Paul Boyer, Carl Seel M Glendale, Phoenix

DISTRICT 21	S Rick Murphy R Rick Gray, Debbie Lesko M El Mirage, Peoria, Surprise, Youngtown
DISTRICT 22	S Judy Burges R David Livingston, Phil Lovas M Glendale, Peoria, Surprise
DISTRICT 23	S Michele Reagan R John Kavanagh, Michelle Ugenti M Fountain Hills, Paradise Valley, Scottsdale
DISTRICT 24	S Katie Hobbs R Lela Alston, Chad Campbell M Phoenix, Scottsdale, Tempe
DISTRICT 25	S Bob Worsley R Justin Olson, Justin Pierce M Mesa
DISTRICT 26	S Ed Ableser R Juan Mendez, Andrew Sherwood M Mesa, Phoenix, Tempe
DISTRICT 27	S Leah Landrum Taylor R Ruben Gallego, Catherine Miranda M Guadalupe, Phoenix, Tempe
DISTRICT 28	S Adam Driggs R Kate Brophy McGee, Eric Meyer M Paradise Valley, Phoenix, Scottsdale
DISTRICT 29	S Steve Gallardo R Lydia Hernandez, Martin Quezada M El Mirage, Glendale, Phoenix
DISTRICT 30	S Robert Meza R Jonathan Larkin, Debbie McCune Davis M Glendale, Phoenix



League of Arizona
Cities AND Towns
WWW.AZLEAGUE.ORG

QUESTIONS?
CALL 602-258-5786

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brian Grube, Recreation Services Director
Date: 10/29/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Contract of Purchase Through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Agreement: Zamboni Model 546 Ice Resurfacer, with accessories.

RECOMMENDED ACTION:

Approve the purchase of a Zamboni Model 546 Ice Resurfacer, with accessories in the amount of \$100,805.28, plus applicable taxes, through the NJPA cooperative agreement with the state of Minnesota Contract #022113-FZC.

Policy Decision or Reason for Action:

The reason for the action is the City's need to replace older and unreliable equipment with newer more efficient equipment that will allow the Recreation Section to maintain and enhance its current level of service.

Financial Impact:

- The Zamboni will be paid within the FY14 budget cycle. The source of these funds will be from the Fleet Catastrophic Fund account number 001-06-154-0557-3-4401 with a FY2014 Budget of \$1,697,340.
- This fund will be replenished in FY15 with the General Fund Fleet Capital allocation that is currently projected to be \$757,000.
- The purchase of one (1) Zamboni Model 546 Ice Resurfacer is \$100,805.28.

Connection to Council Goal:

Fund existing and consider expanded recreational services

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option A: Accept the Cooperative Agreement with National Joint Powers Alliance contract number 022113-FZC that was formally solicited through the State of Minnesota for the bid amount of \$100,805.28.

Option B: Conduct competitive bid process.

Option C: Continue to rely on the existing emergency back up ice resurfacer

Background/History:

Within the Recreation Services fleet, we currently have two Zamboni ice resurfacers. In 2009 the Fleet Committee approved the purchase of a new ice resurfacer but as a result of budget reductions that purchase was deferred to a future date. In September of FY14, the Fleet Committee again approved the requisition of a new ice resurfacer. In October of FY14, the Budget Committee also approved the expense.

The oldest ice resurfacer is 30 years old (1983). This piece of equipment acts as an emergency back up to the newer ice resurfacer. This machine has some significant challenges, as parts are no longer available for this model and some key mechanical systems no longer function and are not repairable. The sole purpose of this ice resurfacer is to function as an "emergency only" back up to the primary machine. If used for an extended period of time the quality of the ice would degrade significantly as the machine is very limited in its abilities. There is minimal trade in value for this machine and our recommendation would be to keep the machine and utilize any parts from it that may benefit the current primary ice resurfacer.

The current primary ice resurfacer is 17 years old (1995) and requires a great deal of continuous maintenance. This piece of equipment is on its fourth engine and is in use 7 days a week 50 weeks out of the year. In order for us to address this consistent use, Fleet Maintenance conducts repairs on a regular basis. It is our intention to move this ice resurfacer into the emergency back up position while putting the new machine into use as the new primary piece of equipment. This would be an ideal scenario as the current primary ice resurfacer is 100% functional and could operate for extended periods of time while preventative maintenance is conducted on the new piece of equipment. This would happen without a decrease in service levels and will also give Fleet Maintenance the proper time in which to implement a thorough preventative maintenance program that will help ensure we have full functioning ice resurfacing for the next 20 plus years.

Key Considerations:

When preparing to purchase a new ice resurfacer, staff became aware of a cooperative agreement through the state of Minnesota that could be used for the purchase. The state of Minnesota conducted formal solicitation for bids to purchase ice resurfacers and the process included the Frank J. Zamboni & Co, Inc.

The warranty of the equipment is for twenty four (24) months or 2,000 hours and would cover parts replacement only.

The City of Flagstaff has a long working relationship with the Zamboni Company for over 20 years and currently has two of their ice resurfacers in our fleet. Fleet maintenance is also very familiar with this piece of equipment and has a long and positive working relationship with the Zamboni Company.

Zamboni has always been responsive to our needs, and have been partners in trouble shooting issues and in locating hard to find parts for our current inventory.

Expanded Financial Considerations:

In September of FY2013, the Fleet Committee voted to approve the replacement of the emergency back up resurfacer. Normally this approval would allow us to purchase a new ice resurfacer in FY15 using FY15 General Fund Fleet capital funds. The option was brought forward to purchase the new ice resurfacer in FY14 using the Fleet Catastrophic funds. This would allow us to take delivery of the new ice resurfacer in May of 2014 as compared to waiting until March or April of 2015. The FY15 Fleet capital fund allocation would then replenish the Catastrophic fund in the amount of \$100,805.28. The rationale behind this is the fact that both ice resurfacers are quite old (17 and 30 years) and if the current primary machine were to go off line for an extended period of time we would not be able to maintain the current

level of service due to the age, deficiencies and unreliability of the emergency back up machine. Additionally, ice resurfacers are not a piece of equipment that the city could lease from a local equipment rental company as they are simply not available. It is for these reasons we are requesting approval to purchase a new ice resurfacer in the unique manner described in this section.

Community Benefits and Considerations:

The community will experience immediate benefits from the purchase of this piece of equipment. Current levels of service will be enhanced with the addition of a reliable ice resurfacer. Down time will be less frequent and shorter in duration. Ice arenas are a specialty amenity and ours is enjoyed by many of Flagstaff's community members. There are a few key components needed to ensure that the arena remains open to the public and to our user groups. One of these is the ice resurfacer. Without it, maintaining the ice in a safe and usable manner would not be possible. The purchase of a new ice resurfacer will help ensure that Flagstaff and its residents have access to high quality ice for many years to come.

Community Involvement:

Recreation staff have informed user groups of the possible purchase of a new ice resurfacer. There has been overwhelming support from those we have informed. This was also brought before the Parks and Recreation commission without issue.

Attachments: [Zamboni Proposal](#)
 [Zamboni Brochure](#)

Form Review

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	12/02/2013 10:04 AM
Senior Procurement Specialist - AH	Amy Hagin	12/02/2013 10:14 AM
Finance Director	Rick Tadder	12/02/2013 10:25 AM
Recreation Services Director (Originator)	Brian Grube	12/02/2013 11:17 AM
Legal Assistant	Vicki Baker	12/02/2013 11:20 AM
Senior Assistant City Attorney DW	David Womochil	12/03/2013 02:31 PM
Public Works Director	Erik Solberg	12/03/2013 02:41 PM
DCM - Jerene Watson	Jerene Watson	12/03/2013 04:54 PM
Form Started By: Brian Grube		Started On: 10/29/2013 02:02 PM
	Final Approval Date: 12/03/2013	

FRANK J. ZAMBONI & CO., INC.

15714 Colorado Avenue
Paramount, CA 90723-0770
Phone (562) 633-0751
Fax (562) 633-9365
www.zamboni.com

November 14, 2013

Brian Grube
City of Flagstaff
Parks & Rec Dept.
211 West Aspen Ave.
Flagstaff, AZ 86001

PROPOSAL

MODEL: Zamboni 546

QUANTITY: One (1)

CAPACITY:

- Full Size**
 - Snow Tank
 - 100 cubic feet (actual volume)
 - 120 cubic feet (compacted)
 - Ice Making Water Tank
 - Constructed of High Density Polyethylene
 - 200 U.S. gallons
 - Wash Water System (optional)
 - Constructed of High Density Polyethylene
 - 82 U.S. gallons
 - Total Water Capacity
 - 282 U.S. gallons

ENGINE: Kubota 1.6 Litre

- Four cylinder, 57 HP, 16 valve double overhead cam, 88 ft. lbs of torque, hydraulic valve lifters, liquid cooled
- Timing belt with automatic belt tensioners, 5 main bearings, full-flow oil filter system for long life and ease of maintenance
- Advanced electronic ignition system
- Meets or exceeds CARB/EPA 2012 standards
- Fuel choices LPG or Gasoline
- Load sensing electronic governor enables true "hands-free" engine operation by driver
- On-board engine diagnostic system with fault code readout via dash lamp or diagnostic computer

ZAMBONI

TRANSMISSION: Sauer-Danfoss Hydrostatic Pump and Motor

- Continuously variable pump and motor and axial piston-type and offer volumetric efficiencies as high as 95%.
- Maximum drawbar pull even at low speeds and full hydrodynamic braking.
- Allows the use of a smaller and more efficient engine while still providing superior on-ice power.
- Hydrostat enables the conveyor augers to operate at full speed, regardless of vehicle speed, even when slowing for corners.

DRIVETRAIN:

Dana/Spicer Axles

Model 44 Front-rated 4,300 lb.
Model 60 Rear-rated 6,400 lb.

- Rear axle is a rigid full-float design
- Because the 546 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.
- Our chassis/axle combination is the key to the Zamboni 546 having a turning radius of 16 feet. This is a full 3 feet tighter than most other machines.

Hub City Transfer Case

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Hydrostatic motor is wet-mounted to housing for long shaft life.

Chassis

- 2" X 5" structural steel tubing for high strength and long service.

HYDRAULICS:

Sauer-Danfoss Turolla Pump and Permco Motors

- High efficiency gear type double pump has separate pump sections for vertical and horizontal augers for the best conveyor performance in the industry. Priority flow divider provides steering circuit.
- Pump is directly mounted to the engine for trouble free service. No belts or pulleys.
- Motors are high efficiency gear-type with cast-iron bodies and case drain.

HYDRAULICS:

- Hydrostatic transmission features loop flushing which provides fresh fluid from tank to hydrostat for enhanced performance and cooler operating temperature.

Filtration and Tank

- Two hydraulic filters (1) 20 micron return line and (1) 10 micron hydrostatic charge loop, ensure a clean environment for all hydraulic components.
- Large 21-gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

SNOW TANK AND AUGERS

- Large snow capacity and a tank design that provides all areas of the tank to be completely filled, even the top rear corners.
- The 546's snow tank incorporates a smooth bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height.
- Both 10-inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are teflon coated for durability.

CONDITIONER:

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique and patented design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

HUMAN

ENGINEERING:

- The operation of the 546 is very simple. The operator sets the engine speed with the "hands-free" governor and drives the machine with a foot control. However, unlike an automotive transmission, the 546 will provide full power and speed to the augers at all times, even while slowing for corners. And the 546 will ensure the snow tank is compacted and completely filled.
- Speed is controlled by the single foot pedal equipped with a "dead-man" safety feature to dynamically brake the vehicle to a stop if the operator's foot leaves the pedal.
- Operator compartment ergonomically designed including steering wheel with a spinner knob.

HUMAN

ENGINEERING:

- Engine and hydraulic compartment is easily accessed through both side doors for daily maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected. Wires are individually labelled for easier service and trouble-shooting.

FACILITY

ENGINEERING:

- Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.
- Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 546 is designed in an enlarged package with a flat bottom and sides. This gives the 546 a low front-dumping height. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Our unique engine and hydrostatic transmission enables the 546 to use a smaller, more efficient engine and can provide significant fuel savings.
- Industry Reports have recommended that arena ventilation be determined by horsepower of the ice resurfacer, which is over half of larger engines used in the competitor's machine. This can translate to considerable energy and facility savings.

MANUFACTURER'S

STATEMENT:

The 546 is proudly designed and manufactured by Frank J. Zamboni & Co., Inc., in the United States of America.

WARRANTY:

Twenty four (24) months or 2,000 hours, parts replacement only.

SAFETY

STANDARDS:

The 546 is engineered to meet or exceed O.S.H.A. and A.N.S.I. safety labelling requirements.

**NJPA
CONTRACT
PRICING:**

Zamboni 546	\$	81,650.00
• LPG Carburetion (No Tanks)	\$	1,200.00
• Board Brush	\$	5,300.00
• Back Up Alarm	\$	455.00
• 3 Way Catalytic Converter	\$	Standard
• Lambda Fuel Mgmt. System	\$	Standard
• Chrome Wheels	\$	Standard
• Water Level Sight Gauge	\$	250.00
• Wash Water System w/ Poly Tank	\$	4,450.00
• Black Powder Coated Conditioner	\$	Standard
• Conditioner Poly Side Plate	\$	Standard
• Parking Brake	\$	Standard
• Advanced Water System	\$	4,775.00
• Tire Wash System	\$	1,285.00
• LPG Low Fuel Light (LPG Machines)	\$	Standard
• Snow Tank Light	\$	330.00
• Auto Snow Breaker	\$	1,625.00
• Stainless Steel Water Distribution Pipe	\$	365.00
• Viscous Coupling	\$	1,525.00
• Hyd. Oil Cooler	\$	915.00
• Fire Extinguisher	\$	75.00
• On site start up instructions	\$	Included

Less NJPA discount	\$ (-3,077.25)
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\$ 99,497.75

Less NJPA / NRPA coupon	\$ (-1,492.47)
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Freight	\$ 2,800.00
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\$ 100,805.28

TOTAL:

F.O.B.: Paramount, CA

TERMS:

Net 30 days on approved credit.

Shipment 275 days or sooner from receipt of order.

Pricing firm for 30 days.

Pricing does not include any applicable sales tax.

THANK YOU:

11/14/13

Doug Peters

Date _____

Regional Sales Manager

Frank J. Zamboni & Co., Inc.

15714 Colorado Avenue

Paramount, CA 90723

Phone: (562) 633-0751

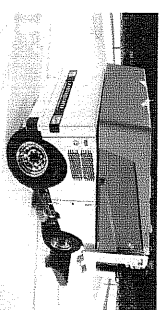
Fax: (562) 633-9365



ZamBoni®

Nothing else is even close

The Ultimate Machine



Over 60 years ago, Frank Zamboni set out to create the first ice resurfacer for his own ice rink.

Trusted & proven performers, Zamboni® ice resurfacers bring unequalled quality & superior value to the rink every day.

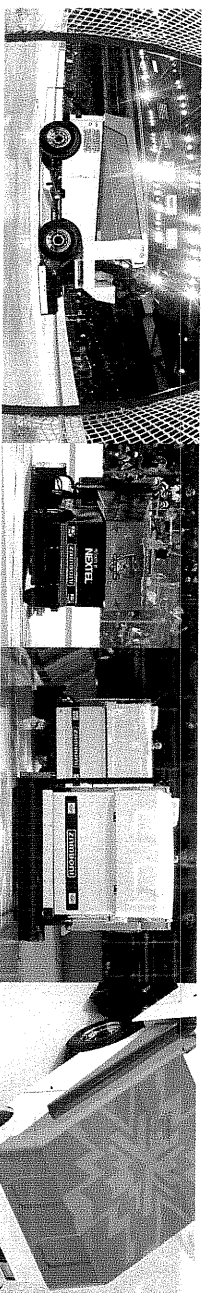
In the early 1940's, Frank Zamboni saw the need for a machine to quickly produce an attractive sheet of ice at his rink in Southern California.

Through his experiments and persistence, the Zamboni ice resurfacer was invented. The machine he developed for his own facility was soon recognized as being indispensable for an efficient operation and has had a tremendous impact on skating and ice sports. Zamboni ice resurfacers continue as the overwhelming choice of arena operators throughout the world... Frank Zamboni's belief in ongoing product improvement and innovation lives on today in the company he founded.

The employees of Zamboni honor the spirit of Frank Zamboni by closely examining every detail on the Zamboni ice resurfacer and then putting it to the test. There is no part on this machine which has not faced the challenge:

"How can we make it better?" Most companies may think that this commitment to detail is unnecessary, but we know that it is this "innovative spirit" that made Frank Zamboni what he was then... and makes Zamboni what it is now:

The maker of the world's leading ice resurfacing machine. Nothing else is even close.

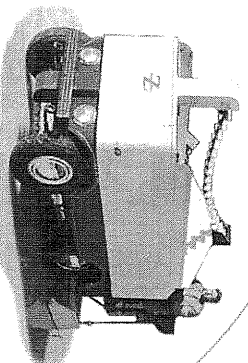


Proven Value

The highest residual value speaks to Zamboni's construction and durability. The industry's lowest cost of operation reflects Zamboni's superior design and execution.

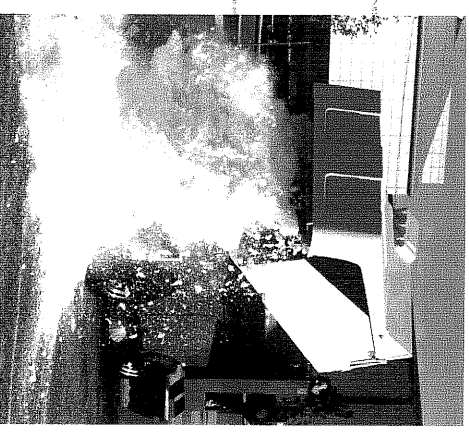
Tough materials and fabrication. Strong and hardy components. Efficient and powerful engines, motors and pumps. Zamboni remains the overwhelming choice for professional, private and municipal ice rink operators throughout the world.

Uncompromising and Unparalleled



The Evolution of a Dream

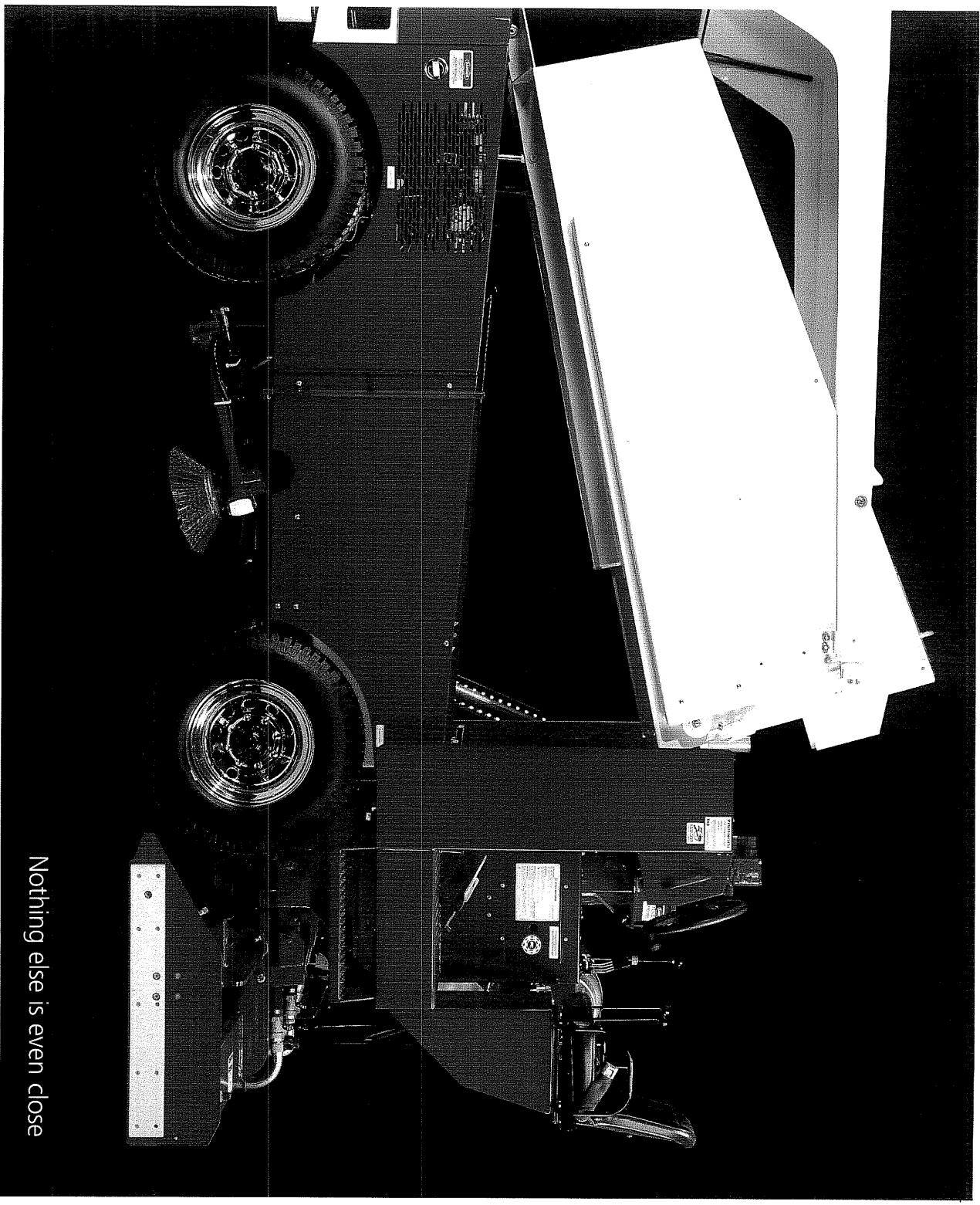
Zamboni ice resurfacers have always offered unparalleled shaving and snow conveyor performance.



Zamboni's powerful conveyor system provides the industry's highest snow compaction.

Our Attention to Detail is Legendary

Nothing about the Zamboni ice resurfacer is taken for granted. No detail is overlooked, which is why Zamboni remains the overwhelming industry leader.



Nothing else is even close

Proven Reliability

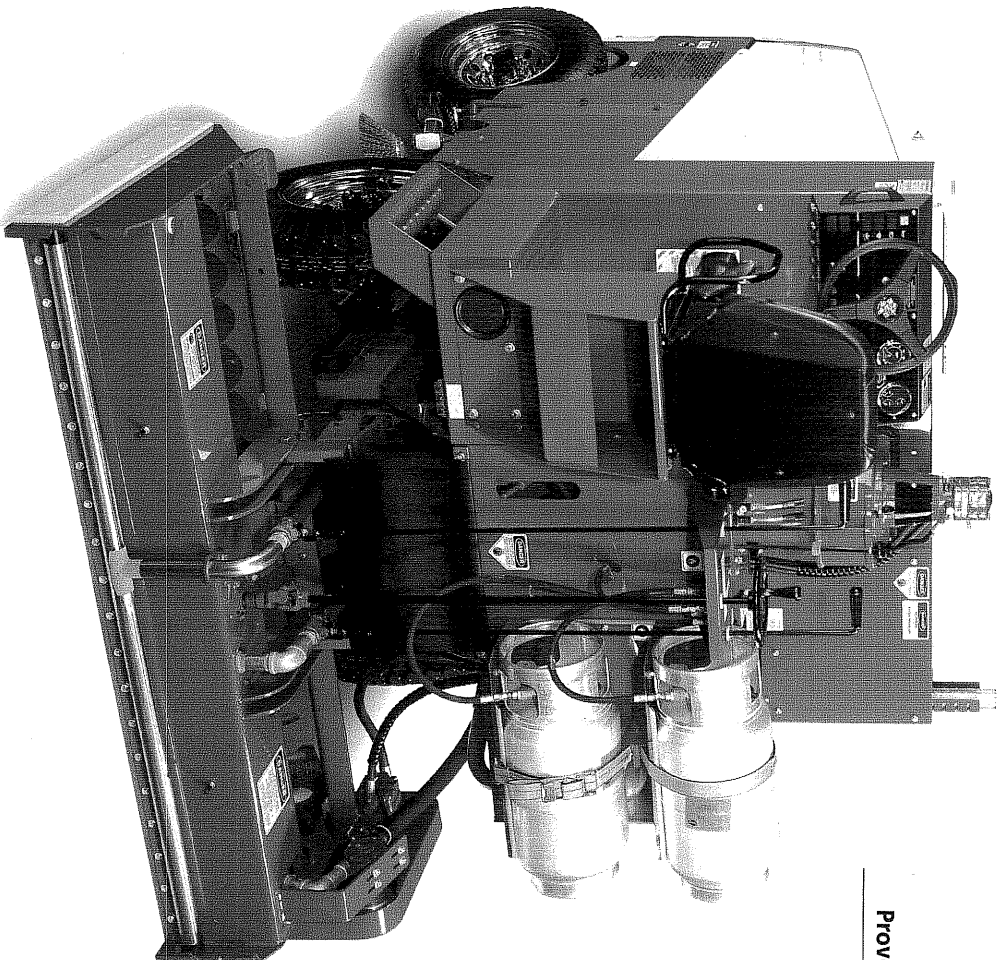
Operating an ice resurfacer in a busy single or double rink is a tough job in a harsh environment. Hourly cold starting cycles often extend for 18 hours and can severely test any equipment. Zamboni ice resurfacers meet this challenge every day. Our network of dealers around the globe stands ready to provide timely, excellent support.

"The principal product you have to sell is the ice itself."

- Frank Zamboni

ZAMBONI®

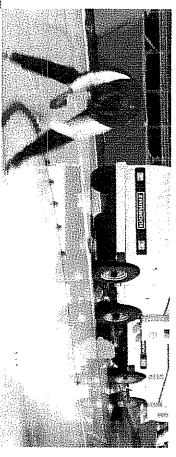




Proven Performance

Knowledgeable arena operators know that a quality sheet of ice is an arena's primary selling feature. Successful operators choose Zamboni ice resurfacing machines because they know Zamboni is the only real choice for unparalleled shaving and snow conveyor performance. Every feature on the 500 Series is deliberately designed to make ice resurfacing easier and to ensure that the result is always a *perfect sheet of ice*.

Frank Zamboni wouldn't have wanted it any other way.



This brochure has been prepared only as a general guide for the customer. Every effort has been made to assure that the information is correct at the time of printing. Some features described may be optional at extra cost and prices, colors, materials, specifications and models are subject to change. Some options are required in combination with other options. ZAMBONI and the configuration of the Zamboni® ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc. © Zamboni 2013

ZAMBONI®

Nothing else is even close

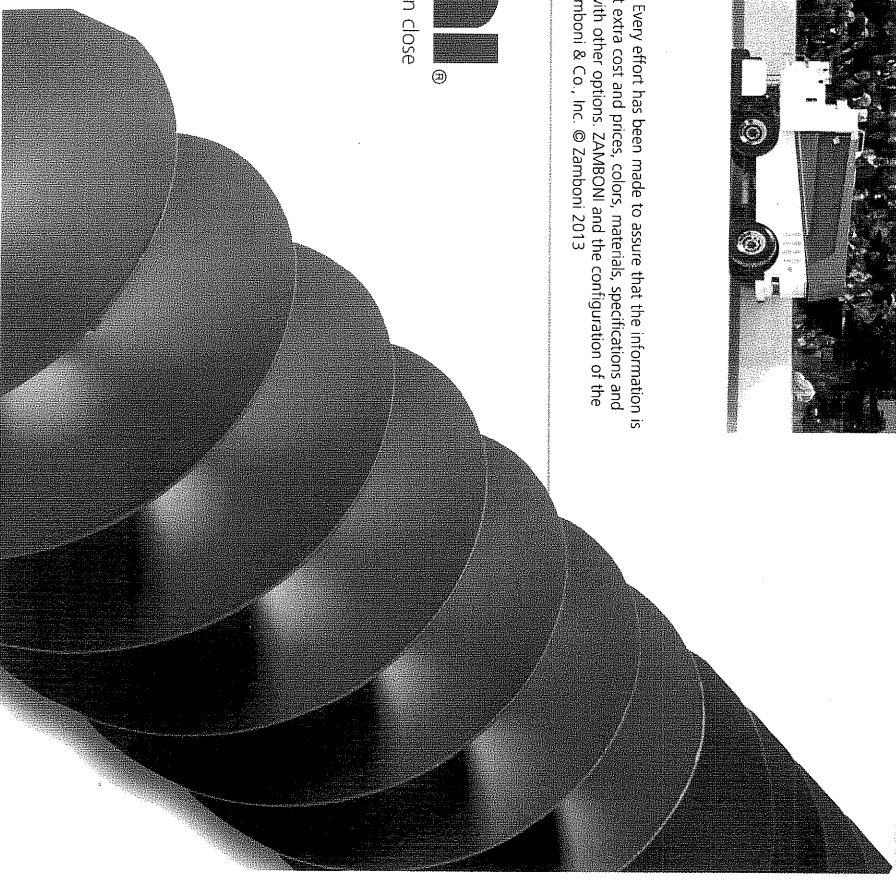
Zamboni USA

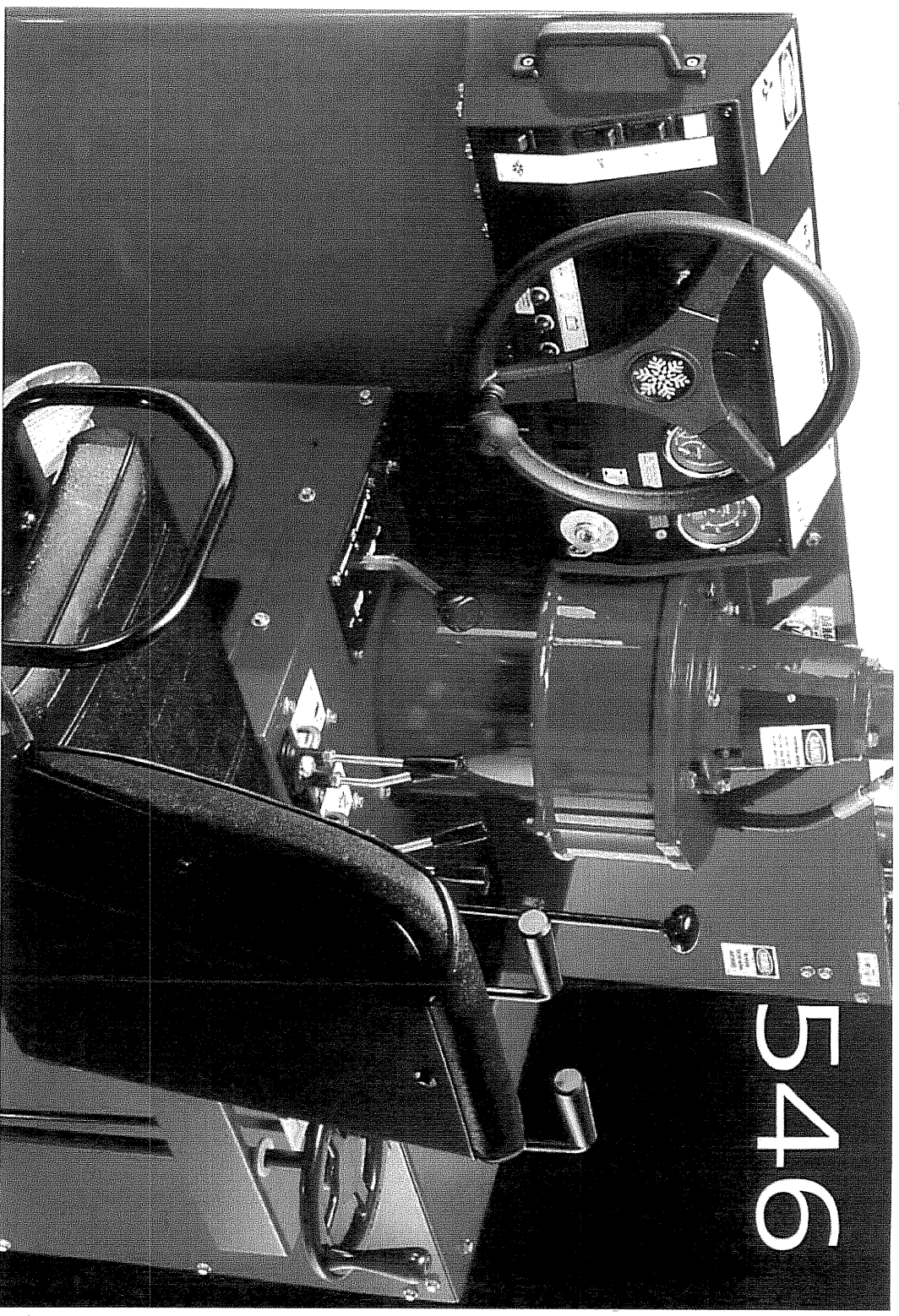
Frank J. Zamboni & Co., Inc.
15714 Colorado Ave., Paramount, CA USA 90723-4211
Phone (562) 633-0751 Fax (562) 633-9365

Zamboni Canada / Europe

Zamboni Company Ltd.
38 Morton Ave. East, Box 1388, Brantford, ON Canada N3T 5T6
Phone (519) 758-5000 Fax (519) 758-0500

www.zamboni.com





546

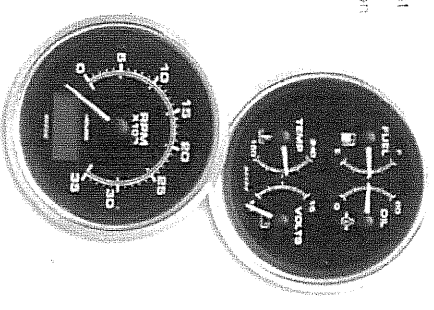
Discover why Zamboni is the overwhelming choice
for ice rink operators throughout the world.

The 546 is simple to drive and very easy to operate.

The ergonomically designed operator's compartment has controls and gauges placed for ease of operation and optimal visibility during the resurfacing process. Operation of the machine is made easier with an electronic governor and familiar automobile-style foot controls.

The hydrostatic transmission offers unmatched power at any speed. The smaller, more efficient engine consumes less fuel and provides a cleaner area for skating.

The 546 has it all... reliability, performance and handling.

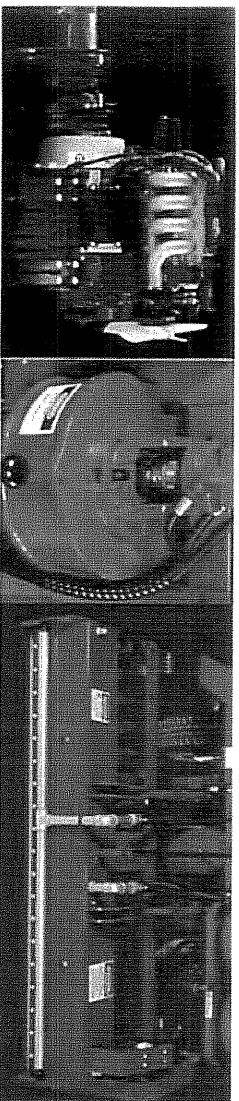


ZamBoni®

Nothing else is even close.



The Ultimate Machine



Our engine and hydrostatic transmission enable the 546 to use a smaller, more efficient engine which provides significant fuel savings.

Zamboni ice resurfacers have a well-deserved reputation for producing the finest sheet of ice using our unique down pressure system.

ZAMBONI®

Zamboni USA

Frank J. Zamboni & Co., Inc.
15714 Colorado Ave., Paramount, CA USA 90723-4277
Phone (562) 633-0751 Fax (562) 633-9365

Zamboni Canada

Zamboni Europe

Zamboni Company Ltd.
38 Morton Ave. East, Box 1388, Brantford, ON Canada N3T 5T6
Phone (519) 758-5000 Fax (519) 758-0500

www.zamboni.com

Serviceability

Wide-open access epitomizes Zamboni's commitment to providing the highest level of serviceability. Daily checks of fluid levels and other maintenance items are easy to accomplish, even with the snow tank down.

Transmission

Continuously variable hydrostatic pump and motor are axial-piston type. Provides superior torque power with maximum diameter pull even at low speeds. Full hydro-dynamic braking.

Drivetrain

Four wheel drive. Rugged Dana Spicer® axles offer the industry's highest manufacturer's approved capacities. Front: 4300 lbs. (1950 kg). Rear: 6400 lbs. (2903 kg).

Hydraulics

Powerful double pump for the work and horizontal augers delivers strong conveyor performance. Hydraulic down pressure provides superior shaving results. Direct shaft driven "paddy-back" mount for trouble-free service. High quality 10 and 20 micron filters are easy to access.

Construction

Strong 2" x 5" all-welded steel frame. Zamboni chassis. Chassis/axle combination is the key to the 546 having a 16' turning radius - a full 3' tighter than most other machines. High quality primer used throughout. Rust-free polyethylene ice making water tank with easy access cover is standard.

Depicted are the characteristics of the Zamboni 546 ice resurfacer. Zamboni is not responsible for any variations in design or construction of the machine.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 10/31/2013
Meeting Date: 12/17/2013



TITLE:

Public Hearing and Consideration / Adoption of Resolution No. 2013-33 and Ordinance No. 2013-26:

A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as "The 2013 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "The 2013 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2013-33 by title only
- 3) City Clerk reads Resolution No. 2013-33 by title only (if approved above)
- 4) Read Ordinance No. 2013-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2013-26 by title only for the first time (if approved above)

At the January 7, 2014, Council Meeting:

- 6) Adopt Resolution No. 2013-33
- 7) Read Ordinance No. 2013-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2013-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2013-26

Policy Decision or Reason for Action:

The Model City Tax Code is the City of Flagstaff's guiding tax document. The Model City Tax Code has been updated by the Model City Tax Code Commission to conform with new laws adopted by the state legislature and to improve uniformity with state transaction privilege tax laws. No new taxes are being imposed by the City. Several new tax exemptions are being adopted. Many of the changes to the Model City Tax Code are retroactive and are already recognized by the City.

When changes are made to the Model City Tax Code, the City is required to align the City Code with the Model City Tax Code. In addition, by adopting the proposed ordinance, the City is doing its part to help in the Governor's Transaction Privilege Task Force's efforts to make the Model City Tax Code more uniform. Subsidiary Decisions Points: None.

Financial Impact:

The loss in revenue for the new Commercial Property Rental exemption was anticipated during the FY14 budget process and estimated at approximately \$172,000 (\$100,000 general fund, \$72,000 transportation funds) total. This reduction in revenue was planned and incorporated into the FY14 budget approved by Council. It is anticipated that other changes will have a minimal effect, if any, on City transaction privilege tax revenues.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- 1) Adopt the proposed ordinance. If the City adopts the proposed ordinance, the City of Flagstaff will incorporate the most recent changes to the Model City Tax Code into the City Code.
- 2) Do not adopt the proposed ordinance. If the City chooses to not adopt the proposed ordinance, the most recent changes to the Model City Tax Code will not be incorporated into the City Code. City staff will abide by the most recent changes to the Model City Tax Code; however, but the City Code will not be uniform to the Model City Tax Code

Background/History:

Model City Tax Code

In 1987 the City of Flagstaff and other Arizona cities and towns adopted the Model City Tax Code. The Model City Tax Code enables businesses to be taxed uniformly. Cities have the option of establishing the rate (%) of tax applied to taxable income, and there are model and local options under the Model City Tax Code which cities may adopt. The City's base tax rate is currently 1.721% and there is an additional voter approved 2% BBB tax levied on the restaurant/bar and the hotel/motel classifications.

The City of Flagstaff is required to adopt all changes to the Model City Tax Code issued by the Municipal Tax Code Commission.

Municipal Tax Code Commission Proposed City Tax Code Changes

The attached ordinance contains the approved changes from the past four Municipal Tax Code Commission meetings. The changes fall into 3 broad categories:

- 1) Statutory changes passed by the state legislature during the last legislative session;
- 2) Municipal Tax Code Commission changes approved as part of the transaction privilege tax simplification effort;
- 3) Miscellaneous cleanup changes (grammar, spelling, numbering, verbiage, etc.).

The changes to the Model City Tax Code are noted in the proposed ordinance document. Below are three major changes that are included in this update.

- Food for Home Consumption: In general terms, this tax is called the grocery tax. Prior to the current code changes, this item was a separate option, Model Option 2. This option was contained within the retail sales tax category. With the change, cities may now levy a tax on the specific category of food for home consumption. The City does not currently tax food for home consumption transactions, therefore, the rate for this category will be set at 0%.

- Wastewater Services: Prior to the current code changes, this item was a separate “green sheet” tax item because it was not contained in a specific tax classification within the Model City Tax Code. It was only levied by a few Arizona cities that requested the green sheet item. As part of the tax code simplification process of 2013, this category was added as an entirely new category. With the change, cities may now levy a tax on the specific category of wastewater services and not maintain a green sheet item. The City does not currently tax wastewater services, therefore, the rate for this category will be set at 0%.

- Commercial Property Rental Exemption: Prior to the current code changes, municipalities taxed Commercial Property Rental transactions between two legally different entities, except affiliated corporations. As part of the 2013 legislative session, lawmakers exempted all transactions between two legally different entities that had the same common ownership.

Model Option 14B Proposed City Tax Code Change

In addition to the changes proposed through the Municipal Tax Code Commission, staff also recommends un-electing Model Option 14B. In 1988, the City of Flagstaff adopted Model City Tax Code Model Option 14B, which reduces criminal penalties in the tax code from a Class One Misdemeanor to a Petty Offense. Staff proposes removing this option and using the standard language of the Model City Tax Code, imposing a Class One Misdemeanor.

The change is requested for two reasons: tax code simplification and alignment with other city codes.

- Tax Code Simplification: As noted in previous memos, council meetings, and general discussions, the state is currently undergoing a tax code simplification process. Staff’s proposal is one more step to help simplify the Model City Tax Code. There are currently only 4 municipalities (out of 91) within Arizona that have elected Model Option 14B. Adopting the standard language of the Model City Tax Code will help align the City’s code with other cities in Arizona.

- Alignment with Other City Codes: When the City adopted the Model City Tax Code in 1988, the City adopted a model option for criminal penalty for tax code violations that places the language in Section 3-05-005-0580 (b) as “reserved” and adopted a regulation which includes a tax exemption form which notifies taxpayers that fraudulently claiming a tax exemption is a petty offense. The intent of the language “reserved” as explained in notes to the Model City Tax Code is to establish tax code violations as a petty offense. However, the notes are not considered a part of the Model City Tax Code. Therefore, this intent is not expressly stated in the language of the above referenced City Tax Code Section. In 1989 the City adopted the general penalty clause found in Section 1-04-001-0001 of the City Code. The City Tax Code is part of the City Code and therefore the general penalty clause applies to tax code violations when there is no explicit language for penalty in the tax code. The City Prosecutor’s Office currently cites tax code violations as misdemeanors.

Key Considerations:

The City of Flagstaff and other Cities in the State of Arizona abide by the rules and regulations found in the Model City Tax Code. If the City chose not to adopt the ordinance, the City Code would not mirror the revised Model City Tax Code.

Expanded Financial Considerations:

None.

Community Involvement:

Inform.

The third major change listed above, regarding the Commercial Property Rental exemption, was effective on July 1, 2013. All known taxpayers under the Commercial Property Rental category were notified by the City of the changes. All other changes to the Model City Tax Code proposed in this update do not materially affect any known customers within the City of Flagstaff.

Attachments: [Res. 2013-33](#)
 [Ord. 2013-26](#)

Form Review

Inbox	Reviewed By	Date
Legal Assistant	Vicki Baker	12/05/2013 09:33 AM
Senior Assistant City Attorney AW	Anja Wendel	12/05/2013 11:51 AM
Management Services Director	Barbara Goodrich	12/05/2013 12:25 PM
DCM - Josh Copley	Josh Copley	12/05/2013 01:16 PM
Form Started By: Andy Wagemaker		Started On: 10/31/2013 03:04 PM
	Final Approval Date: 12/05/2013	

RESOLUTION NO. 2013-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, DECLARING THAT CERTAIN DOCUMENT KNOWN AS "THE 2013
CITY TAX CODE AMENDMENTS" AS A PUBLIC RECORD, AND PROVIDING
FOR AN EFFECTIVE DATE**

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802, a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full.

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS
FOLLOWS:**

SECTION 1.

That certain document known as "The 2013 City Tax Code Amendments" attached hereto as Exhibit A is hereby declared to be a public record, and three (3) copies shall remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT 'A'
2013 CITY TAX CODE AMENDMENTS

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, is hereby amended by amending those divisions and sections as of the effective dates as set forth below (deletions shown as stricken, additions shown as capitalized text, existing omitted text shown as "****"):

Section 1: The following changes shall be effective from and after September 1, 2004:

DIVISION 3-05-004
PRIVILEGE TAXES

* * *

SECTION 3-05-004-0450 RENTAL, LEASING, AND LICENSING FOR USE OF TANGIBLE PERSONAL PROPERTY:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing, licensing for use, or renting tangible personal property for a consideration, including that which is semi-permanently or permanently installed within the City as provided by Regulation.
- (b) Special provisions relating to long-term motor vehicle leases. A lease transaction involving a motor vehicle for a minimum period of twenty-four (24) months shall be considered to have occurred at the location of the motor vehicle dealership, rather than the location of the place of business of the lessor, even if the lessor's interest in the lease and its proceeds are sold, transferred, or otherwise assigned to a lease financing institution; provided further that the city or town where such motor vehicle dealership is located levies a Privilege Tax or an equivalent excise tax upon the transaction.
- (c) Gross income derived from the following transactions shall be exempt from Privilege Taxes imposed by this Section:
 - (1) rental, leasing, or licensing for use of tangible personal property to persons engaged or continuing in the business of leasing, licensing for use, or rental of such property.
 - (2) rental, leasing, or licensing for use of tangible personal property that is semi-permanently or permanently installed within another city or town that levies an equivalent excise tax on the transaction.
 - (3) rental, leasing, or licensing for use of film, tape, or slides to a theater or other person taxed under Section 3-05-004-0410, or to a radio station, television station, or subscription television system.
 - (4) rental, leasing, or licensing for use of the following:
 - (A) prosthetics.
 - (B) income-producing capital equipment.

(C) mining and metallurgical supplies.

These exemptions include the rental, leasing, or licensing for use of tangible personal property which, if it had been purchased instead of leased, rented, or licensed by the lessee or licensee, would qualify as income-producing capital equipment or mining and metallurgical supplies.

- (5) rental, leasing, or licensing for use of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512 or rental, leasing, or licensing for use of tangible personal property in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.
- (6) separately billed charges for delivery, installation, repair, and/or maintenance as provided by Regulation.
- (7) charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services.
- (8) the gross income from coin-operated washing, drying, and dry cleaning machines, or from coin-operated car washing machines. This exemption shall not apply to suppliers or distributors renting, leasing, or licensing for use of such equipment to persons engaged in the operation of coin-operated washing, drying, dry cleaning, or car washing establishments.
- (9) rental, leasing, or licensing of aircraft that would qualify as aircraft acquired for use outside the State, as prescribed by Regulation, if such rental, leasing, or licensing had been a sale.
- (10) Rental, leasing and licensing for use of an alternative fuel vehicle if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. Section 1-215.
- (11) rental, leasing, and licensing for use of solar energy devices, for taxable periods beginning from and after July 1, 2008. The lessor shall register with the department of revenue as a solar energy retailer. By registering, the lessor acknowledges that it will make its books and records relating to leases of solar energy devices available to the department of revenue and city, as applicable, for examination.
- (12) LEASING OR RENTING CERTIFIED IGNITION INTERLOCK DEVICES INSTALLED PURSUANT TO THE REQUIREMENTS PRESCRIBED BY A.R.S. SECTION 28-1461. FOR THE PURPOSES OF THIS PARAGRAPH,

"CERTIFIED IGNITION INTERLOCK DEVICE" HAS THE SAME MEANING PRESCRIBED IN A.R.S. SECTION 28-1301.

* * *

Section 2: The following changes shall be effective from and after September 21, 2006:

**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0425 JOB PRINTING:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of job printing, which includes engraving of printing plates, embossing, copying, micrographics, and photo reproduction.
- (b) The tax imposed by this Section shall not apply to:
 - (1) job printing purchased for the purpose of resale by the purchaser in the form supplied by the job printer.
 - (2) out-of-City sales.
 - (3) out-of-State sales.
 - (4) job printing of newspapers, magazines, or other periodicals or publications for a person who is subject to the tax imposed by subsection 3-05-004-0435(a) or an equivalent excise tax; provided further that said person is properly licensed by the taxing jurisdiction at the location of publication.
 - (5) sales of job printing to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
 - (6) (Reserved)
 - (7) SALES OF POSTAGE AND FREIGHT EXCEPT THAT THE AMOUNT DEDUCTED SHALL NOT EXCEED THE ACTUAL POSTAGE AND FREIGHT EXPENSE THAT IS PAID TO THE UNITED STATES POSTAL SERVICE OR A COMMERCIAL DELIVERY SERVICE AND THAT IS SEPARATELY ITEMIZED BY THE TAXPAYER ON THE CUSTOMER'S INVOICE AND IN THE TAXPAYER'S RECORDS.

* * *

Section 3: The following changes shall be effective from and after January 1, 2007:**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS****SECTION 3-05-001-0100 WORDS OF TENSE, NUMBER AND GENDER; CODE REFERENCES; AND GENERAL DEFINITIONS:**

For the purposes of this chapter, the following definitions apply:

* * *

"Business" ~~means~~ INCLUDES all activities or acts, personal or corporate, engaged in ~~and~~ OR caused to be engaged in with the object of gain, benefit, or advantage, either directly or indirectly, but DOES not INCLUDE EITHER: casual activities or sales; OR THE TRANSFER OF ELECTRICITY FROM A SOLAR PHOTOVOLTAIC GENERATION SYSTEM TO AN ELECTRIC UTILITY DISTRIBUTION SYSTEM.

* * *

**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0480 UTILITY SERVICES:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of producing, providing, or furnishing utility services, including electricity, electric lights, current, power, gas (natural or artificial), or water to:
 - (1) consumers or ratepayers who reside within the City.
 - (2) consumers or ratepayers of this City, whether within the City or without, to the extent that this City provides such persons utility services, excluding consumers or ratepayers who are residents of another city or town which levies an equivalent excise tax upon this City for providing such utility services to such persons.
- (b) Exclusion of certain sales of natural gas to a public utility. Notwithstanding the provisions of subsection (a) above, the gross income derived from the sale of natural gas to a public utility for the purpose of generation of power to be transferred by the utility to its ratepayers shall be considered a retail sale of tangible personal property subject to Sections 3-05-004-0460 and 3-05-0400-0465, and not considered gross income taxable under this Section.
- (c) Resale utility services. Sales of utility services to another provider of the same utility services for the purpose of providing such utility services either to another properly licensed utility provider or directly to such purchaser's customers or ratepayers shall be exempt and deductible from the gross income subject to the tax imposed by this Section, provided that the purchaser is properly licensed by all applicable taxing jurisdictions to

engage or continue in the business of providing utility services, and further provided that the seller maintains proper documentation, in a manner similar to that for sales for resale, of such transactions.

- (d) (Reserved)
- (e) The tax imposed by this Section shall not apply to sales of utility services to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when sold for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
- (f) The tax imposed by this Section shall not apply to sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.
- (g) The tax imposed by this Section shall not apply to:
 - (1) revenues received by a municipally owned utility in the form of fees charged to persons constructing residential, commercial or industrial developments or connecting residential, commercial or industrial developments to a municipal utility system or systems if the fees are segregated and used only for capital expansion, system enlargement or debt service of the utility system or systems.
 - (2) revenues received by any person or persons owning a utility system in the form of reimbursement or contribution compensation for property and equipment installed to provide utility access to, on or across the land of an actual utility consumer if the property and equipment become the property of the utility. This exclusion shall not exceed the value of such property and equipment.
- (h) The tax imposed by this Section shall not apply to sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. § 49-426 or § 49-480.
- (I) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO SALES OR OTHER TRANSFERS OF RENEWABLE ENERGY CREDITS OR ANY OTHER UNIT CREATED TO TRACK ENERGY DERIVED FROM RENEWABLE ENERGY RESOURCES. FOR THE PURPOSES OF THIS PARAGRAPH, "RENEWABLE ENERGY CREDIT" MEANS A UNIT CREATED ADMINISTRATIVELY BY THE CORPORATION COMMISSION OR GOVERNING BODY OF A PUBLIC POWER UTILITY TO TRACK KILOWATT HOURS OF ELECTRICITY DERIVED FROM A RENEWABLE ENERGY RESOURCE OR THE KILOWATT HOUR EQUIVALENT OF CONVENTIONAL ENERGY RESOURCES DISPLACED BY DISTRIBUTED RENEWABLE ENERGY RESOURCES.
- (J) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO THE PORTION OF GROSS PROCEEDS OF SALES OR GROSS INCOME ATTRIBUTABLE TO TRANSFERS OF ELECTRICITY BY ANY RETAIL ELECTRIC CUSTOMER OWNING A SOLAR PHOTOVOLTAIC ENERGY GENERATING SYSTEM TO AN ELECTRIC DISTRIBUTION SYSTEM, IF THE ELECTRICITY TRANSFERRED IS GENERATED BY THE CUSTOMER'S SYSTEM.

Section 4: The following changes shall be effective from and after October 1, 2007:**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS****SECTION 3-05-001-0100 WORDS OF TENSE, NUMBER AND GENDER; CODE REFERENCES; AND GENERAL DEFINITIONS:**

For the purposes of this chapter, the following definitions apply:

* * *

"Prosthetic" means any of the following tangible personal property if such items are prescribed or recommended by a licensed podiatrist, chiropractor, dentist, physician or surgeon, naturopath, optometrist, osteopathic physician or surgeon, psychologist, hearing aid dispenser, physician assistant, nurse practitioner or veterinarian:

- (1) any man-made device for support or replacement of a part of the body, or to increase acuity of one of the senses. Such items include: prescription eyeglasses; contact lenses; hearing aids; artificial limbs or teeth; neck, back, arm, leg, or similar braces.
- (2) insulin, insulin syringes, and glucose test strips sold with or without a prescription.
- (3) hospital beds, crutches, wheelchairs, similar home health aids, or corrective shoes.
- (4) drugs or medicine, including oxygen.
- (5) equipment used to generate, monitor, or provide health support systems, such as respiratory equipment, oxygen concentrator, dialysis machine.
- (6) durable medical equipment which has a federal health care financing administration common procedure code, is designated reimbursable by Medicare, can withstand repeated use, is primarily and customarily used to serve a medical purpose, is generally not useful to a person in the absence of illness or injury and is appropriate for use in the home.
- (7) ORTHODONTIC DEVICES DISPENSED BY A DENTAL PROFESSIONAL WHO IS LICENSED UNDER TITLE 32, CHAPTER 11 TO A PATIENT AS PART OF THE PRACTICE OF DENTISTRY.
- ~~(7)~~(8) under no circumstances shall "prosthetic" include medical marijuana regardless of whether it is sold or dispensed pursuant to a prescription, recommendation, or written certification by any authorized person. (Ord. No. 2011-21, Amended, 10/04/2011).

* * *

**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0460 RETAIL SALES; MEASURE OF TAX, BURDEN OF PROOF, EXCLUSIONS:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of selling tangible personal property at retail.
- (b) The burden of proving that a sale of tangible personal property is not a taxable retail sale shall be upon the person who made the sale.
- (c) Exclusions. For the purposes of this Chapter, sales of tangible personal property shall not include:
 - (1) Sales of stocks, bonds, options, or other similar materials.
 - (2) Sales of lottery tickets or shares pursuant to Article I, Chapter 5, Title 5, Arizona Revised Statutes.
 - (3) Sales of platinum, bullion, or monetized bullion, except minted or manufactured coins transferred or acquired primarily for their numismatic value as prescribed by regulation.
 - (4) Gross income derived from the transfer of tangible personal property which is specifically included as the gross income of a business activity upon which another section of this Article imposes a tax, shall be considered gross income of that business activity, and are not includable as gross income subject to the tax imposed by this Section.
 - (5) Sales by professional or personal service occupations where such sales are inconsequential elements of the service provided.
 - (6) SALES OF CASH EQUIVALENTS. THE GROSS PROCEEDS OF SALES OR GROSS INCOME DERIVED FROM THE REDEMPTION OF ANY CASH EQUIVALENT BY THE HOLDER AS A MEANS OF PAYMENT FOR GOODS OR SERVICES THAT ARE TAXABLE UNDER THIS ARTICLE IS SUBJECT TO THE TAX. "CASH EQUIVALENTS" MEANS ITEMS OR INTANGIBLES, WHETHER OR NOT NEGOTIABLE, THAT ARE SOLD TO ONE OR MORE PERSONS, THROUGH WHICH A VALUE DENOMINATED IN MONEY IS PURCHASED IN ADVANCE AND MAY BE REDEEMED IN FULL OR IN PART FOR TANGIBLE PERSONAL PROPERTY, INTANGIBLES OR SERVICES. CASH EQUIVALENTS INCLUDE GIFT CARDS, STORED VALUE CARDS, GIFT CERTIFICATES, VOUCHERS, TRAVELER'S CHECKS, MONEY ORDERS OR OTHER INSTRUMENTS, ORDERS OR ELECTRONIC MECHANISMS, SUCH AS AN ELECTRONIC CODE, PERSONAL IDENTIFICATION NUMBER OR DIGITAL PAYMENT MECHANISM, OR ANY OTHER PREPAID INTANGIBLE RIGHT TO ACQUIRE TANGIBLE PERSONAL PROPERTY, INTANGIBLES OR

SERVICES IN THE FUTURE, WHETHER FROM THE SELLER OF THE CASH EQUIVALENT OR FROM ANOTHER PERSON. CASH EQUIVALENTS DO NOT INCLUDE EITHER OF THE FOLLOWING:

- (A) ITEMS OR INTANGIBLES THAT ARE SOLD TO ONE OR MORE PERSONS, THROUGH WHICH A VALUE IS NOT DENOMINATED IN MONEY.
- (B) PREPAID CALLING CARDS OR PREPAID AUTHORIZATION NUMBERS FOR TELECOMMUNICATIONS SERVICES MADE TAXABLE BY SUBSECTION (g) OF THIS SECTION.
- (d) Reserved.
- (e) When this City and another Arizona city or town with an equivalent excise tax could claim nexus for taxing a retail sale, the city or town where the permanent business location of the seller at which the order was received shall be deemed to have precedence, and for the purposes of this Chapter such city or town has sole and exclusive right to such tax.
- (f) The appropriate tax liability for any retail sale where the order is received at a permanent business location of the seller located in this City or in an Arizona city or town that levies an equivalent excise tax shall be at the tax rate of the city or town of such seller's location.
- (g) Retail sales of prepaid calling cards or prepaid authorization numbers for telecommunications services, including sales of reauthorization of a prepaid card or authorization number, are subject to tax under this Section.

* * *

Section 5: The following changes to Section 3-05-004-0465 as shown in (mm) shall be effective from and after January 1, 2007; the changes as shown in (q), (x), (gg), (nn), (oo), (pp), (qq) and (rr) shall be effective from and after July 1, 2013:

**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0465 RETAIL SALES; EXEMPTIONS:

Income derived from the following sources is exempt from the tax imposed by Section 3-05-004-0460:

- (a) sales of tangible personal property to a person regularly engaged in the business of selling such property.
- (b) out-of-City sales or out-of-State sales.
- (c) charges for delivery, installation, or other direct customer services as prescribed by Regulation.

- (d) charges for repair services as prescribed by Regulation, when separately charged and separately maintained in the books and records of the taxpayer.
- (e) sales of warranty, maintenance, and service contracts, when separately charged and separately maintained in the books and records of the taxpayer.
- (f) sales of prosthetics.
- (g) sales of income-producing capital equipment.
- (h) sales of rental equipment and rental supplies.
- (i) sales of mining and metallurgical supplies.
- (j) sales of motor vehicle fuel and use fuel which are subject to a tax imposed under the provisions of Article I or II, Chapter 16, Title 28, Arizona Revised Statutes; or sales of use fuel to a holder of a valid single trip use fuel tax permit issued under A.R.S. Section 28-5739, or sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.
- (k) sales of tangible personal property to a construction contractor who holds a valid Privilege Tax License for engaging or continuing in the business of construction contracting where the tangible personal property sold is incorporated into any structure or improvement to real property as part of construction contracting activity.
- (l) sales of motor vehicles to nonresidents of this State for use outside this State if the vendor ships or delivers the motor vehicle to a destination outside this State.
- (m) sales of tangible personal property which directly enters into and becomes an ingredient or component part of a product sold in the regular course of the business of job printing, manufacturing, or publication of newspapers, magazines, or other periodicals. Tangible personal property which is consumed or used up in a manufacturing, job printing, publishing, or production process is not an ingredient nor component part of a product.
- (n) sales made directly to the Federal government to the extent of:
 - (1) one hundred percent (100%) of the gross income derived from retail sales made by a manufacturer, modifier, assembler, or repairer.
 - (2) fifty percent (50%) of the gross income derived from retail sales made by any other person.
- (o) sales to hotels, bars, restaurants, dining cars, lunchrooms, boarding houses, or similar establishments of articles consumed as food, drink, or condiment, whether simple, mixed, or compounded, where such articles are customarily prepared or served to patrons for consumption on or off the premises, where the purchaser is properly licensed and paying a tax under Section 3-05-004-0455 or the equivalent excise tax upon such income.
- (p) sales of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is

defined in 26 U.S.C. Section 512 or sales of tangible personal property purchased in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.

- (q) ~~sales of food for home consumption.~~ (RESERVED)
- (r) (Reserved)
 - (1) (Reserved)
 - (2) (Reserved)
 - (3) (Reserved)
 - (4) (Reserved)
- (s) sales of groundwater measuring devices required by A.R.S. Section 45-604.
- (t) (Reserved)
- (u) sales of aircraft acquired for use outside the State, as prescribed by Regulation.
- (v) sales of food products by producers as provided for by A.R.S. Sections 3-561, 3-562 and 3-563.
- (w) (Reserved)
- (x) ~~(Reserved)~~ SALES OF FOOD AND DRINK TO A PERSON WHO IS ENGAGED IN BUSINESS THAT IS CLASSIFIED UNDER THE RESTAURANT CLASSIFICATION AND THAT PROVIDES SUCH FOOD AND DRINK WITHOUT MONETARY CHARGE TO ITS EMPLOYEES FOR THEIR OWN CONSUMPTION ON THE PREMISES DURING SUCH EMPLOYEES' HOURS OF EMPLOYMENT.
- (y) (Reserved)
- (z) (Reserved)
- (aa) the sale of tangible personal property used in remediation contracting as defined in Section 3-05-100-0100 and Regulation 3-05-100.5.
- (bb) sales of materials that are purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public as follows:
 - (1) printed or photographic materials.
 - (2) electronic or digital media materials.
- (cc) sales of food, beverages, condiments and accessories used for serving food and beverages to a commercial airline, as defined in A.R.S. § 42-5061(A)(49), that serves

the food and beverages to its passengers, without additional charge, for consumption in flight. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

- (dd) in computing the tax base in the case of the sale or transfer of wireless telecommunication equipment as an inducement to a customer to enter into or continue a contract for telecommunication services that are taxable under Section 3-05-004-0470, gross proceeds of sales or gross income does not include any sales commissions or other compensation received by the retailer as a result of the customer entering into or continuing a contract for the telecommunications services.
- (ee) for the purposes of this Section, a sale of wireless telecommunication equipment to a person who holds the equipment for sale or transfer to a customer as an inducement to enter into or continue a contract for telecommunication services that are taxable under Section 3-05-004-0470 is considered to be a sale for resale in the regular course of business.
- (ff) sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. § 49-426 or § 49-480.
- (gg) sales of food, beverages, condiments and accessories to a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, INCLUDING A REGULARLY ORGANIZED PRIVATE OR PAROCHIAL SCHOOL THAT OFFERS AN EDUCATIONAL PROGRAM FOR GRADE TWELVE OR UNDER WHICH MAY BE ATTENDED IN SUBSTITUTION FOR A PUBLIC SCHOOL PURSUANT TO A.R.S. 15-802; to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.
- (hh) sales of personal hygiene items to a person engaged in the business of and subject to tax under Section 3-05-004-0444 of this code if the tangible personal property is furnished without additional charge to and intended to be consumed by the person during his occupancy.
- (ii) for the purposes of this Section, the diversion of gas from a pipeline by a person engaged in the business of operating a natural or artificial gas pipeline, for the sole purpose of fueling compressor equipment to pressurize the pipeline, is not a sale of the gas to the operator of the pipeline.
- (jj) sales of food, beverages, condiments and accessories to a nonprofit charitable organization that has qualified as an exempt organization under 26 U.S.C Section 501(c)(3) and regularly serves meals to the needy and indigent on a continuing basis at no cost. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.
- (kk) sales of motor vehicles that use alternative fuel if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and sales of equipment

that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.

- (II) sales of solar energy devices, for taxable periods beginning from and after July 1, 2008. The retailer shall register with the department of revenue as a solar energy retailer. By registering, the retailer acknowledges that it will make its books and records relating to sales of solar energy devices available to the department of revenue and city, as applicable, for examination. (Ord. 2009-16, Amended, June 16, 2009)
- (MM) SALES OR OTHER TRANSFERS OF RENEWABLE ENERGY CREDITS OR ANY OTHER UNIT CREATED TO TRACK ENERGY DERIVED FROM RENEWABLE ENERGY RESOURCES. FOR THE PURPOSES OF THIS PARAGRAPH, "RENEWABLE ENERGY CREDIT" MEANS A UNIT CREATED ADMINISTRATIVELY BY THE CORPORATION COMMISSION OR GOVERNING BODY OF A PUBLIC POWER UTILITY TO TRACK KILOWATT HOURS OF ELECTRICITY DERIVED FROM A RENEWABLE ENERGY RESOURCE OR THE KILOWATT HOUR EQUIVALENT OF CONVENTIONAL ENERGY RESOURCES DISPLACED BY DISTRIBUTED RENEWABLE ENERGY RESOURCES.
- (NN) SALES OF MAGAZINES OR OTHER PERIODICALS OR OTHER PUBLICATIONS BY THIS STATE TO ENCOURAGE TOURIST TRAVEL.
- (OO) SALES OF PAPER MACHINE CLOTHING, SUCH AS FORMING FABRICS AND DRYER FELTS, SOLD TO A PAPER MANUFACTURER AND DIRECTLY USED OR CONSUMED IN PAPER MANUFACTURING.
- (PP) SALES OF OVERHEAD MATERIALS OR OTHER TANGIBLE PERSONAL PROPERTY THAT IS USED IN PERFORMING A CONTRACT BETWEEN THE UNITED STATES GOVERNMENT AND A MANUFACTURER, MODIFIER, ASSEMBLER OR REPAIRER, INCLUDING PROPERTY USED IN PERFORMING A SUBCONTRACT WITH A GOVERNMENT CONTRACTOR WHO IS A MANUFACTURER, MODIFIER, ASSEMBLER OR REPAIRER, TO WHICH TITLE PASSES TO THE GOVERNMENT UNDER THE TERMS OF THE CONTRACT OR SUBCONTRACT.
- (QQ) SALES OF COAL, PETROLEUM, COKE, NATURAL GAS, VIRGIN FUEL OIL AND ELECTRICITY SOLD TO A QUALIFIED ENVIRONMENTAL TECHNOLOGY MANUFACTURER, PRODUCER OR PROCESSOR AS DEFINED IN A.R.S. SECTION 41-1514.02 AND DIRECTLY USED OR CONSUMED IN THE GENERATION OR PROVISION OF ON-SITE POWER OR ENERGY SOLELY FOR ENVIRONMENTAL TECHNOLOGY MANUFACTURING, PRODUCING OR PROCESSING OR ENVIRONMENTAL PROTECTION. THIS PARAGRAPH SHALL APPLY FOR TWENTY FULL CONSECUTIVE CALENDAR OR FISCAL YEARS FROM THE DATE THE FIRST PAPER MANUFACTURING MACHINE IS PLACED IN SERVICE. IN THE CASE OF AN ENVIRONMENTAL TECHNOLOGY MANUFACTURER, PRODUCER OR PROCESSOR WHO DOES NOT MANUFACTURE PAPER, THE TIME PERIOD SHALL BEGIN WITH THE DATE THE FIRST MANUFACTURING, PROCESSING OR PRODUCTION EQUIPMENT IS PLACED IN SERVICE.

- (RR) SALES OR GROSS INCOME DERIVED FROM SALES OF MACHINERY, EQUIPMENT, MATERIALS AND OTHER TANGIBLE PERSONAL PROPERTY USED DIRECTLY AND PREDOMINANTLY TO CONSTRUCT A QUALIFIED ENVIRONMENTAL TECHNOLOGY MANUFACTURING, PRODUCING OR PROCESSING FACILITY AS DESCRIBED IN A.R.S. SECTION 41-1514.02. THIS SUBSECTION APPLIES FOR TEN FULL CONSECUTIVE CALENDAR OR FISCAL YEARS AFTER THE START OF INITIAL CONSTRUCTION.

* * *

Section 6: The following changes shall be effective from and after July 1, 2013:

**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS**

* * *

SECTION 3-05-001-0120 — DEFINITIONS; FOOD FOR HOME CONSUMPTION:

A. ~~For the purposes of this Section only, the following definitions shall be applicable:~~

1. ~~"Eligible grocery business" means an establishment whose sales of food are such that it is eligible to participate in the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 Stat. 958.7 U.S.C. Section 2011 et seq.), according to regulations in effect on January 1, 1979. An establishment is deemed eligible to participate in the Food Stamp Program if it is authorized to participate in the program by the United States Department of Agriculture Food and Nutrition Service Field Office on the effective date of this Section, or if, prior to a reporting period for which the return is filed, such retailer proves to the satisfaction of the Tax Collector that the establishment, based on the nature of the retailer's food sales, could be eligible to participate in the food stamp program established by the Food Stamp Act of 1977 according to regulations in effect on January 1, 1979.~~
2. ~~"Facilities for the consumption of food" means tables, chairs, benches, booths, stools, counters, and similar conveniences, trays, glasses, dishes, or other tableware and parking areas for the convenience of in-car consumption of food in or on the premises on which the retailer conducts business.~~
3. ~~"Food for consumption on the premises" means any of the following:~~
 - (a) ~~"Hot prepared food" as defined below.~~
 - (b) ~~Hot or cold sandwiches.~~
 - (c) ~~Food served by an attendant to be eaten at tables, chairs, benches, booths, stools, counters, and similar conveniences and within parking areas for the convenience of in-car consumption of food.~~
 - (d) ~~Food served with trays, glasses, dishes, or other tableware.~~
 - (e) ~~Beverages sold in cups, glasses, or open containers.~~

- ~~(f) Food sold by caterers.~~
 - ~~(g) Food sold within the premises of theaters, movies, operas, shows of any type or nature, exhibitions, concerts, carnivals, circuses, amusement parks, fairs, races, contests, games, athletic events, rodeos, billiard and pool parlors, bowling alleys, public dances, dance halls, boxing, wrestling and other matches, and any business which charges admission, entrance, or cover fees for exhibition, amusement, entertainment, or instruction.~~
 - ~~(h) Any items contained in subsections (a)(3)(A) through (G) above even though they are sold on a "take-out" or "to go" basis, and whether or not the item is packaged, wrapped, or is actually taken from the premises.~~
- ~~4. "Hot prepared food" means those products, items, or ingredients of food which are prepared and intended for consumption in a heated condition. "Hot prepared food" includes a combination of hot and cold food items or ingredients if a single price has been established.~~
- ~~5. "Premises" means the total space and facilities in or on which a vendor conducts business and which are owned or controlled, in whole or in part, by a vendor or which are made available for the use of customers of the vendor or group of vendors, including any building or part of a building, parking lot, or grounds.~~
- ~~B. "Food for home consumption" means all food, except food for consumption on the premises, if sold by any of the following:~~
- ~~1. An eligible grocery business.~~
 - ~~2. A person who conducts a business whose primary business is not the sale of food but who sells food which is displayed, packaged, and sold in a similar manner as an eligible grocery business.~~
 - ~~3. A person who sells food and does not provide or make available any facilities for the consumption of food on the premises.~~
 - ~~4. A person who conducts a delicatessen business either from a counter which is separate from the place and cash register where taxable sales are made or from a counter which has two cash registers and which are used to record taxable and tax exempt sales, or a retailer who conducts a delicatessen business who uses a cash register which has at least two tax computing keys which are used to record taxable and tax exempt sales.~~
 - ~~5. (Reserved)~~
 - ~~6. Vending machines and other types of automatic retailers.~~
 - ~~7. A person's sales of food, drink and condiment for consumption within the premises of any prison, jail or other institution under the jurisdiction of the State Department of Corrections, the Department of Public Safety, the Department of Juvenile Corrections or a county sheriff.~~

* * *

**DIVISION 3-05-002
DETERMINATION OF GROSS INCOME**

SECTION 3-05-002-0200 DETERMINATION OF GROSS INCOME; IN GENERAL:

- (a) Gross income includes:
- (1) The value proceeding or accruing from the sale of property, the providing of service, or both.
 - (2) The total amount of the sale, lease, license for use, or rental price at the time of such sale, rental, lease, or license.
 - (3) All receipts, cash, credits, barter, exchange, reduction of/or forgiveness of indebtedness, and property of every kind or nature derived from a sale, lease, license for use, rental, or other taxable activity.
 - (4) All other receipts whether payment is advanced prior to, contemporaneous with, or deferred in whole or in part subsequent to the activity or transaction.
- (b) Barter, exchange, trade-outs, or similar transactions are includable in gross income at the fair market value of the service rendered or property transferred, whichever is higher, as they represent consideration given for consideration received.
- (c) No deduction or exclusion is allowed from gross income on account of the cost of the property sold, the time value of money, expense of any kind or nature, losses, materials used, labor or service performed, interest paid, or credits granted.
- (d) FOR THE PURPOSES OF THIS CHAPTER THE TOTAL AMOUNT OF GROSS INCOME, GROSS RECEIPTS OR GROSS PROCEEDS OF SALES FOR NUCLEAR FUEL SHALL BE DEEMED TO BE THE VALUE OF THE PURCHASE PRICE OF URANIUM OXIDE USED IN PRODUCING THE FUEL. THE TAX IMPOSED BY THIS CHAPTER MAY BE IMPOSED ONLY ONCE FOR ANY ONE QUANTITY OR BATCH OF NUCLEAR FUEL REGARDLESS OF THE NUMBER OF TRANSACTIONS OR FINANCING ARRANGEMENTS WHICH MAY OCCUR WITH RESPECT TO THAT NUCLEAR FUEL.

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**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0445 RENTAL, LEASING, AND LICENSING FOR USE OF REAL PROPERTY

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing or renting real property located

within the City for a consideration, to the tenant in actual possession, or the licensing for use of real property to the final licensee located within the City for a consideration including any improvements, rights, or interest in such property; provided further that:

- (1) Payments made by the lessee to, or on behalf of, the lessor for property taxes, repairs, or improvements are considered to be part of the taxable gross income.
 - (2) Charges for such items as telecommunications, utilities, pet fees, or maintenance are considered to be part of the taxable gross income.
 - (3) However, if the lessor engages in telecommunication activity, as evidenced by installing individual metering equipment and by billing each tenant based upon actual usage, such activity is taxable under Section 3-05-0040-470.
- (b) If individual utility meters have been installed for each tenant and the lessor separately charges each single tenant for the exact billing from the utility company, such charges are exempt.
- (c) Charges by a qualifying hospital, qualifying community health center or a qualifying health care organization to patients of such facilities for use of rooms or other real property during the course of their treatment by such facilities are exempt.
- (d) Charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services are exempt from the tax imposed by this Section.
- (e) Exempt from the tax imposed by this Section is gross income derived from the rental, leasing, or licensing for use of real property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
- (f) (Reserved)
- (g) (Reserved)
- (h) The tax prescribed by this Section shall not include gross income from the rental, leasing, or licensing of lodging or lodging space to an individual who resides therein.
- (i) (Reserved)
- (j) Exempt from the tax imposed by this Section is gross income derived from the activities taxable under Section 3-05-004-0444 of this code.
- (k) (Reserved)
- (l) (Reserved)
- (m) (Reserved)

- (n) Notwithstanding the provisions of Section 3-05-002-0200(b), the fair market value of one (1) apartment, in an apartment complex provided rent free to an employee of the apartment complex is not subject to the tax imposed by this Section. For an apartment complex with more than fifty (50) units, an additional apartment provided rent free to an employee for every additional fifty (50) units is not subject to the tax imposed by this Section.
- (o) Income derived from incarcerating or detaining prisoners who are under the jurisdiction of the United States, this state or any other state or a political subdivision of this state or any other state in a privately operated prison, jail or detention facility is exempt from the tax imposed by this Section.
- (p) Charges by any hospital, any licensed nursing care institution, or any kidney dialysis facility to patients of such facilities for the use of rooms or any other real property during the course of their treatment by such facilities are exempt.
- (q) Charges to patients receiving "personal care" or "directed care" by any licensed assisted living facility, licensed assisted living center or licensed assisted living home as defined and licensed pursuant to Chapter 4, Title 36 Arizona Revised Statutes and Title 9 of the Arizona Administrative Code are exempt.
- (r) Reserved
- (s) ~~the gross proceeds of sales or gross income derived from a commercial lease in which a reciprocal insurer or a corporation leases real property to an affiliated corporation for the purpose of this paragraph:~~
 - ~~(1) "affiliated corporation" means a corporation that meets one of the following conditions:~~
 - ~~(a) the corporation owns or controls at least eighty per cent of the lessor.~~
 - ~~(b) the corporation is at least eighty per cent owned or controlled by the lessor.~~
 - ~~(c) the corporation is at least eighty per cent owned or controlled by a corporation that also owns or controls at least eighty per cent of the lessor.~~
 - ~~(d) the corporation is at least eighty per cent owned or controlled by a corporation that is at least eighty per cent owned or controlled by a reciprocal insurer.~~
 - ~~(2) for the purposes of subsection (1), ownership and control are determined by reference to the voting shares of a corporation.~~
 - ~~(3) "reciprocal insurer" has the same meaning as prescribed in A.R.S. Section 20-762.~~

THE GROSS PROCEEDS OF A COMMERCIAL LEASE OF REAL PROPERTY BETWEEN AFFILIATED COMPANIES, BUSINESSES, PERSONS OR RECIPROCAL INSURERS ARE EXEMPT. FOR THE PURPOSES OF THIS PARAGRAPH:

- (1) "AFFILIATED COMPANIES, BUSINESSES, PERSONS OR RECIPROCAL INSURERS" MEANS THE LESSOR HOLDS A CONTROLLING INTEREST IN THE LESSEE, THE LESSEE HOLDS A CONTROLLING INTEREST IN THE LESSOR, AN AFFILIATED ENTITY HOLDS A CONTROLLING INTEREST IN BOTH THE LESSOR AND THE LESSEE OR AN UNRELATED PERSON HOLDS A CONTROLLING INTEREST IN BOTH THE LESSOR AND LESSEE.
- (2) "CONTROLLING INTEREST" MEANS DIRECT OR INDIRECT OWNERSHIP OF AT LEAST EIGHTY PER CENT OF THE VOTING SHARES OF A CORPORATION OR OF THE INTERESTS IN A COMPANY, BUSINESS OR PERSON OTHER THAN A CORPORATION.
- (3) "RECIPROCAL INSURER" HAS THE SAME MEANING AS PRESCRIBED IN A.R.S. SECTION 20-762.

* * *

SECTION 3-05-004-0462 RETAIL SALES: FOOD FOR HOME CONSUMPTION.

- (a) THE TAX RATE SHALL BE AT AN AMOUNT EQUAL TO ZERO PERCENT (0%) OF THE GROSS INCOME FROM THE BUSINESS ACTIVITY UPON EVERY PERSON ENGAGING OR CONTINUING IN THE BUSINESS OF SELLING FOOD FOR HOME CONSUMPTION AT RETAIL.
- (b) FOR THE PURPOSES OF THIS SECTION ONLY, THE FOLLOWING DEFINITIONS SHALL BE APPLICABLE:
 - (1) "ELIGIBLE GROCERY BUSINESS" MEANS AN ESTABLISHMENT WHOSE SALES OF FOOD ARE SUCH THAT IT IS ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 (P.L. 95-113; 91 STAT. 958.7 U.S.C. SECTION 2011 ET SEQ.), ACCORDING TO REGULATIONS IN EFFECT ON JANUARY 1, 1979. AN ESTABLISHMENT IS DEEMED ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM IF IT IS AUTHORIZED TO PARTICIPATE IN THE PROGRAM BY THE UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE FIELD OFFICE ON THE EFFECTIVE DATE OF THIS SECTION, OR IF, PRIOR TO A REPORTING PERIOD FOR WHICH THE RETURN IS FILED, SUCH RETAILER PROVES TO THE SATISFACTION OF THE TAX COLLECTOR THAT THE ESTABLISHMENT, BASED ON THE NATURE OF THE RETAILER'S FOOD SALES, COULD BE ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 ACCORDING TO REGULATIONS IN EFFECT ON JANUARY 1, 1979.
 - (2) "FACILITIES FOR THE CONSUMPTION OF FOOD" MEANS TABLES, CHAIRS, BENCHES, BOOTHS, STOOLS, COUNTERS, AND SIMILAR CONVENIENCES, TRAYS, GLASSES, DISHES, OR OTHER TABLEWARE AND PARKING AREAS

FOR THE CONVENIENCE OF IN-CAR CONSUMPTION OF FOOD IN OR ON THE PREMISES ON WHICH THE RETAILER CONDUCTS BUSINESS.

- (3) "FOOD FOR CONSUMPTION ON THE PREMISES" MEANS ANY OF THE FOLLOWING:
- (A) "HOT PREPARED FOOD" AS DEFINED BELOW.
 - (B) HOT OR COLD SANDWICHES.
 - (C) FOOD SERVED BY AN ATTENDANT TO BE EATEN AT TABLES, CHAIRS, BENCHES, BOOTHS, STOOLS, COUNTERS, AND SIMILAR CONVENIENCES AND WITHIN PARKING AREAS FOR THE CONVENIENCE OF IN-CAR CONSUMPTION OF FOOD.
 - (D) FOOD SERVED WITH TRAYS, GLASSES, DISHES, OR OTHER TABLEWARE.
 - (E) BEVERAGES SOLD IN CUPS, GLASSES, OR OPEN CONTAINERS.
 - (F) FOOD SOLD BY CATERERS.
 - (G) FOOD SOLD WITHIN THE PREMISES OF THEATRES, MOVIES, OPERAS, SHOWS OF ANY TYPE OR NATURE, EXHIBITIONS, CONCERTS, CARNIVALS, CIRCUSES, AMUSEMENT PARKS, FAIRS, RACES, CONTESTS, GAMES, ATHLETIC EVENTS, RODEOS, BILLIARD AND POOL PARLORS, BOWLING ALLEYS, PUBLIC DANCES, DANCE HALLS, BOXING, WRESTLING AND OTHER MATCHES, AND ANY BUSINESS WHICH CHARGES ADMISSION, ENTRANCE, OR COVER FEES FOR EXHIBITION, AMUSEMENT, ENTERTAINMENT, OR INSTRUCTION.
 - (H) ANY ITEMS CONTAINED IN SUBSECTIONS (A)(3)(A) THROUGH (G) ABOVE EVEN THOUGH THEY ARE SOLD ON A "TAKE-OUT" OR "TO GO" BASIS, AND WHETHER OR NOT THE ITEM IS PACKAGED, WRAPPED, OR IS ACTUALLY TAKEN FROM THE PREMISES.
- (4) "HOT PREPARED FOOD" MEANS THOSE PRODUCTS, ITEMS, OR INGREDIENTS OF FOOD WHICH ARE PREPARED AND INTENDED FOR CONSUMPTION IN A HEATED CONDITION. "HOT PREPARED FOOD" INCLUDES A COMBINATION OF HOT AND COLD FOOD ITEMS OR INGREDIENTS IF A SINGLE PRICE HAS BEEN ESTABLISHED.
- (5) "PREMISES" MEANS THE TOTAL SPACE AND FACILITIES IN OR ON WHICH A VENDOR CONDUCTS BUSINESS AND WHICH ARE OWNED OR CONTROLLED, IN WHOLE OR IN PART, BY A VENDOR OR WHICH ARE MADE AVAILABLE FOR THE USE OF CUSTOMERS OF THE VENDOR OR GROUP OF VENDORS, INCLUDING ANY BUILDING OR PART OF A BUILDING, PARKING LOT, OR GROUNDS.

- (6) "FOOD FOR HOME CONSUMPTION" MEANS ALL FOOD, EXCEPT FOOD FOR CONSUMPTION ON THE PREMISES, IF SOLD BY ANY OF THE FOLLOWING:
- (A) AN ELIGIBLE GROCERY BUSINESS.
 - (B) A PERSON WHO CONDUCTS A BUSINESS WHOSE PRIMARY BUSINESS IS NOT THE SALE OF FOOD BUT WHO SELLS FOOD WHICH IS DISPLAYED, PACKAGED, AND SOLD IN A SIMILAR MANNER AS AN ELIGIBLE GROCERY BUSINESS.
 - (C) A PERSON WHO SELLS FOOD AND DOES NOT PROVIDE OR MAKE AVAILABLE ANY FACILITIES FOR THE CONSUMPTION OF FOOD ON THE PREMISES.
 - (D) A PERSON WHO CONDUCTS A DELICATESSEN BUSINESS EITHER FROM A COUNTER WHICH IS SEPARATE FROM THE PLACE AND CASH REGISTER WHERE TAXABLE SALES ARE MADE OR FROM A COUNTER WHICH HAS TWO CASH REGISTERS AND WHICH ARE USED TO RECORD TAXABLE AND TAX EXEMPT SALES, OR A RETAILER WHO CONDUCTS A DELICATESSEN BUSINESS WHO USES A CASH REGISTER WHICH HAS AT LEAST TWO TAX COMPUTING KEYS WHICH ARE USED TO RECORD TAXABLE AND TAX EXEMPT SALES.
 - (E) VENDING MACHINES AND OTHER TYPES OF AUTOMATIC RETAILERS.
 - (F) A PERSON'S SALES OF FOOD, DRINK AND CONDIMENT FOR CONSUMPTION WITHIN THE PREMISES OF ANY PRISON, JAIL OR OTHER INSTITUTION UNDER THE JURISDICTION OF THE STATE DEPARTMENT OF CORRECTIONS, THE DEPARTMENT OF PUBLIC SAFETY, THE DEPARTMENT OF JUVENILE CORRECTIONS OR A COUNTY SHERIFF.
- (c) INCOME DERIVED FROM THE FOLLOWING SOURCES IS EXEMPT FROM THE TAX IMPOSED BY THIS SECTION:
- (1) SALES OF FOOD FOR HOME CONSUMPTION TO A PERSON REGULARLY ENGAGED IN THE BUSINESS OF SELLING SUCH PROPERTY.
 - (2) OUT-OF-CITY SALES OR OUT-OF-STATE SALES.
 - (3) CHARGES FOR DELIVERY OR OTHER "DIRECT CUSTOMER SERVICES" AS PRESCRIBED BY REGULATION.
 - (4) FOOD PURCHASED WITH FOOD STAMPS PROVIDED THROUGH THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 (P.L. 95-113; 91 STAT. 958.7 U.S.C. SECTION 2011 ET SEQ.) OR PURCHASED WITH FOOD INSTRUMENTS ISSUED UNDER SECTION 17 OF THE CHILD NUTRITION ACT (P.L. 95-627; 92 STAT. 3603; AND P.L. 99-669; SECTION 4302; 42 UNITED STATES CODE SECTION 1786) BUT ONLY TO

THE EXTENT THAT FOOD STAMPS OR FOOD INSTRUMENTS WERE ACTUALLY USED TO PURCHASE SUCH FOOD.

- (5) SALES OF FOOD PRODUCTS BY PRODUCERS AS PROVIDED FOR BY A.R.S. SECTIONS 3-561, 3-562 AND 3-563.
 - (6) SALES OF FOOD, BEVERAGES, CONDIMENTS AND ACCESSORIES TO A PUBLIC EDUCATIONAL ENTITY, PURSUANT TO ANY OF THE PROVISIONS OF TITLE 15, ARIZONA REVISED STATUTES, INCLUDING A REGULARLY ORGANIZED PRIVATE OR PAROCHIAL SCHOOL THAT OFFERS AN EDUCATIONAL PROGRAM FOR GRADE TWELVE OR UNDER WHICH MAY BE ATTENDED IN SUBSTITUTION FOR A PUBLIC SCHOOL PURSUANT TO A.R.S. 15-802 ; TO THE EXTENT SUCH ITEMS ARE TO BE PREPARED OR SERVED TO INDIVIDUALS FOR CONSUMPTION ON THE PREMISES OF A PUBLIC EDUCATIONAL ENTITY DURING SCHOOL HOURS. FOR THE PURPOSES OF THIS SUBSECTION, "ACCESSORIES" MEANS PAPER PLATES, PLASTIC EATING UTENSILS, NAPKINS, PAPER CUPS, DRINKING STRAWS, PAPER SACKS OR OTHER DISPOSABLE CONTAINERS, OR OTHER ITEMS WHICH FACILITATE THE CONSUMPTION OF THE FOOD.
 - (7) SALES OF FOOD, BEVERAGES, CONDIMENTS AND ACCESSORIES TO A NONPROFIT CHARITABLE ORGANIZATION THAT HAS QUALIFIED AS AN EXEMPT ORGANIZATION UNDER 26 U.S.C. SECTION 501(C)(3) AND REGULARLY SERVES MEALS TO THE NEEDY AND INDIGENT ON A CONTINUING BASIS AT NO COST. FOR THE PURPOSES OF THIS SUBSECTION, "ACCESSORIES" MEANS PAPER PLATES, PLASTIC EATING UTENSILS, NAPKINS, PAPER CUPS, DRINKING STRAWS, PAPER SACKS OR OTHER DISPOSABLE CONTAINERS, OR OTHER ITEMS WHICH FACILITATE THE CONSUMPTION OF THE FOOD.
- (d) REPORTING. SUCH PERSONS WHO SELL FOOD FOR HOME CONSUMPTION SHALL, IN CONJUNCTION WITH THE RETURN REQUIRED PURSUANT TO SECTION 3-05-005-0520, REPORT TO THE TAX COLLECTOR IN A MANNER PRESCRIBED BY THE TAX COLLECTOR ALL SALES OF FOOD FOR HOME CONSUMPTION EXEMPTED FROM TAXES IMPOSED BY THIS CHAPTER.
- (e) RECORDKEEPING.
- (1) RETAILERS SHALL MAINTAIN ACCURATE, VERIFIABLE, AND COMPLETE RECORDS OF ALL PURCHASES AND SALES OF TANGIBLE PERSONAL PROPERTY IN ORDER TO VERIFY EXEMPTIONS FROM TAXES IMPOSED BY THIS CHAPTER. A RETAILER MAY USE ANY METHOD OF REPORTING THAT PROPERLY REFLECTS ALL PURCHASES AND SALES OF FOOD FOR HOME CONSUMPTION, AS WELL AS ALL PURCHASES AND SALES OF ITEMS SUBJECT TO TAXES IMPOSED BY THIS CHAPTER, PROVIDED THAT SUCH RECORDS ARE MAINTAINED IN ACCORDANCE WITH ARTICLE III, AND REGULATIONS OF THE TAX COLLECTOR.
 - (2) ANY PERSON WHO FAILS TO MAINTAIN RECORDS AS PROVIDED HEREIN SHALL BE DEEMED TO HAVE HAD NO SALES OF FOOD FOR HOME CONSUMPTION, AND IF UPON REQUEST BY THE TAX COLLECTOR, A PERSON CANNOT DEMONSTRATE TO THE TAX COLLECTOR THAT SUCH

RECORDS AND REPORTS DO PROPERLY REFLECT ALL SALES OF FOOD FOR HOME CONSUMPTION, THE TAX COLLECTOR MAY RECOMPUTE THE AMOUNT OF TAX TO BE PAID AS PROVIDED IN SECTIONS 3-05-003-0370 AND 3-05-005-0545(B).

* * *

SECTION 3-05-004-0485 WASTEWATER REMOVAL SERVICES:

- (a) THE TAX RATE SHALL BE AN AMOUNT EQUAL TO ZERO PERCENT (0%) OF THE GROSS INCOME FROM THE BUSINESS ACTIVITY UPON EVERY PERSON ENGAGING OR CONTINUING IN THE BUSINESS OF PROVIDING WASTEWATER REMOVAL SERVICES BY MEANS OF SEWER LINES OR SIMILAR PIPELINES TO:
 - (1) CONSUMERS OR RATEPAYERS WHO RESIDE WITHIN THE CITY.
 - (2) CONSUMERS OR RATEPAYERS OF THIS CITY, WHETHER WITHIN THE CITY OR WITHOUT, TO THE EXTENT THAT THIS CITY PROVIDES SUCH PERSONS WASTEWATER REMOVAL SERVICES, EXCLUDING CONSUMERS OR RATEPAYERS WHO ARE RESIDENTS OF ANOTHER CITY OR TOWN WHICH LEVIES AN EQUIVALENT EXCISE TAX UPON THIS CITY FOR PROVIDING SUCH WASTEWATER REMOVAL SERVICES TO SUCH PERSONS.
- (b) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO GROSS INCOME RELATING TO THE PROVIDING OF WASTEWATER REMOVAL SERVICES FROM A QUALIFYING HOSPITAL, QUALIFYING COMMUNITY HEALTH CENTER OR A QUALIFYING HEALTH CARE ORGANIZATION.

* * *

**DIVISION 3-05-007
REGULATIONS-PRIVILEGE AND EXCISE TAXES**

SECTION 3-05-007-001 REGULATIONS-PRIVILEGE AND EXCISE TAXES

* * *

~~Reg. 3-5-120.1. FOOD FOR HOME CONSUMPTION: RECORDKEEPING AND REPORTING REQUIREMENTS:~~

- ~~(a) Reporting. Such persons who sell food for home consumption shall, in conjunction with the return required pursuant to Section 3-05-005-0520, report to the Tax Collector in a manner prescribed by the Tax Collector all sales of food for home consumption exempted from taxes imposed by this Chapter.~~
- ~~(b) Recordkeeping.~~
 - ~~(1) Retailers shall maintain accurate, verifiable, and complete records of all purchases and sales of tangible personal property in order to verify exemptions from taxes imposed by this Chapter. A retailer may use any method of reporting that properly reflects all purchases and sales of food for home consumption, as~~

~~well as all purchases and sales of items subject to taxes imposed by this Chapter, provided that such records are maintained in accordance with Article III, and regulations of the Tax Collector.~~

- ~~(2) — Any person who fails to maintain records as provided herein shall be deemed to have had no sales of food for home consumption, and if upon request by the Tax Collector, a person cannot demonstrate to the Tax Collector that such records and reports do properly reflect all sales of food for home consumption, the Tax Collector may recompute the amount of tax to be paid as provided in Sections 3-05-003-0370 and 3-05-005-0545 (b)~~

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Reg. 3-5-270.1. PROPRIETARY ACTIVITIES OF MUNICIPALITIES ARE NOT CONSIDERED ACTIVITIES OF A GOVERNMENTAL ENTITY:

The following activities, when performed by a municipality, are considered to be activities of a person engaged in business for the purposes of this Chapter, and not excludable by reason of Section 3-05-002-0270:

- (a) Rental, leasing, or licensing for use of real property to other than another department or agency of the municipality.
- (b) Producing, providing, or furnishing electricity, electric lights, current, power, gas (natural or artificial), or water to consumers or ratepayers.
- (c) Sale of tangible personal property to the public, when similar tangible personal property is available for sale by other persons, as, for example, at police or surplus auctions.
- (d) PROVIDING WASTEWATER REMOVAL SERVICES TO CONSUMERS OR RATEPAYERS BY MEANS OF SEWER LINES OR SIMILAR PIPELINES.

* * *

Reg. 3-5-360.2. PROOF OF EXEMPTION: EXEMPTION CERTIFICATE:

For the purpose of proof of exemption, in transactions other than those in which the proof is set by standard documentation as detailed in Regulations 3-5-350.1 and 3-5-360.1, the minimum acceptable proof and documentation for each transaction shall be the completion, at the time of the transaction, in all material respects, of a certificate containing all the information set forth below (see Sales Tax Section for form). For the purpose of validating the vendor's claim of exemption, such certificate is sufficient if executed by any person with apparent authority to act for the customer, and the information provided validates the claim.

INVALID UNLESS COMPLETED IN FULL

VENDOR'S NAME _____ Sales Invoice No. _____

Customer's Exemption Claim

City of Flagstaff Privilege License (Sales) Tax

Customer's Business Name: _____

Customer's Business Address: _____

Specific Business Activity: _____
(e.g., if retailer, lessor, or
manufacturer, specify items
leased, sold or made, i.e.,
cars, computers, clothes, etc.) _____

Customer's License Nos. _____ City: _____ State: _____

ITEMS CLAIMED AS EXEMPT FROM TAX

_____ : All Items on This Invoice or Purchase Order.

or

_____ : Only Those Items marked with An "E".

REASON FOR CLAIMED EXEMPTION:

_____ : The items claimed as exempt are sold, rented, leased, or licensed by the
above named customer in the normal course of its business activity.
or

_____ : The items claimed as exempt are exempt from the City of Flagstaff
Privilege Tax for the following specific reason(s):

CUSTOMER'S CERTIFICATE

I certify that the above information is accurate to the best of my information and belief, and that I
am authorized by the Customer above to acquire the items claimed as exempt on a tax-free basis
on its behalf. I further understand that the making of a false or fraudulent claim to obtain a tax
exemption is a ~~Petty Offense~~ CLASS ONE MISDEMEANOR under City Code Section 3-05-005-0580.

Name_____
Date_____
Title

* * *

Reg. 3-5-460.1. DISTINCTION BETWEEN RETAIL SALES AND CERTAIN OTHER TRANSFERS OF TANGIBLE PERSONAL PROPERTY:

- (a) Charges for transfer of tangible personal property included in the gross income of the business activity of persons engaged in the following business activities shall be deemed only as gross income from such business activity and not sales at retail taxed by Section 3-05-004-0460:
 - (1) Tangible personal property incorporated into real property as part of reconstruction or construction contracting, per Sections 3-05-004-0415 through 3-05-004-0418.
 - (2) Sales of feed at wholesale, per Section 3-05-004-0420.
 - (3) Job printing, per Section 3-05-004-0425.
 - (4) Mining, timbering, and other extraction, but not sales of sand, gravel, or rock extracted from the ground, per Section 3-05-004-0430.
 - (5) Publication of newspapers, magazines, and other periodicals, per Section 3-05-004-0435.
 - (6) Rental, leasing, and licensing of real or tangible personal property, per Sections 3-05-004-0445 or 3-05-004-0450.
 - (7) Restaurants and bars, per Section 3-05-004-0455.
 - (8) FOOD FOR HOME CONSUMPTION, PER SECTION 3-05-004-0462.
 - (9) Telecommunications services, per Section 3-05-004-0470.
 - (10) Utility services, per Section 3-05-004-0480.
 - (11) WASTEWATER REMOVAL SERVICES, PER SECTION 3-05-004-0485.
- (b) Distinction between construction contracting, retail, and certain direct customer service activities.
 - (1) When an item is attached or installed on real property, it is a construction contracting activity and any subsequent repair, removal, or replacement of that item is construction contracting.
 - (2) Items attached or installed on tangible personal property are retail sales.
 - (3) Transactions where no tangible personal property is attached or installed are considered direct customer service activities (for example: carpet cleaning, lawn mowing, landscape maintenance).
 - (4) Demolition, earth moving, and wrecking activities are considered construction contracting.

- (c) The sale of sand, rock, and gravel extracted from the ground shall be deemed a sale of tangible personal property and not mining or metallurgical activity.
- (d) Sale of consumable goods incorporated into or applied to real property is considered a retail sale and not construction contracting. Examples of consumable goods are lubricants, faucet washers, and air conditioning coolant, but not paint.
- (e) Installation or removal of tangible personal property which has independent functional utility is considered a retail activity.
 - (1) "Tangible personal property which has independent functional utility" must be able to substantially perform its function(s) without attachment to real property. "Attachment to real property" must include more than connection to water, power, gas, communication, or other service.
 - (2) Examples of tangible personal property which has independent functional utility include artwork, furnishings, "plug-in" kitchen equipment, or similar items installed by bolts or similar fastenings.
 - (3) Examples of tangible personal property which does not have independent functional utility include wall-to-wall carpeting, flooring, wallpaper, kitchen cabinets, or "built-in" dishwashers or ranges.
 - (4) The installation of window coverings (drapes, mini-blinds, etc.) is always a retail activity.

* * *

Section 7: The following changes shall be effective from and after thirty (30) days after adoption of Ordinance No. 2013-26:

**DIVISION 3-05-005
ADMINISTRATION**

* * *

SECTION 3-05-005-0580 CRIMINAL PENALTIES:

- A. It is unlawful for any person to knowingly or willfully:
 - 1. Fail or refuse to make any return required by this Chapter.
 - 2. Fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.
 - 3. Make or cause to be made a false or fraudulent return.
 - 4. Make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.

5. Fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.
 6. Fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.
 7. Advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.
 8. Fail or refuse to obtain a privilege license or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.
 9. Reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.
- B. ~~Reserved.~~ THE VIOLATION OF ANY PROVISION OF SUBSECTION (A) ABOVE SHALL CONSTITUTE A CLASS ONE MISDEMEANOR.
- C. In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

* * *

ORDINANCE NO. 2013-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, *BUSINESS REGULATIONS*, CHAPTER 3-05, *PRIVILEGE AND EXCISE TAXES*, BY ADOPTING “THE 2013 CITY TAX CODE AMENDMENTS” AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING EFFECTIVE DATES

RECITALS:

WHEREAS, the City desires to adopt changes to the City Tax Code to conform with changes required by state law and/or required by the Unified Audit Committee for the Model City Tax Code; and

WHEREAS, notice of the proposed changes to the City Tax Code have been published on the City website prior to adoption of this ordinance and a public hearing has been held; and

WHEREAS, the proposed changes to the City Tax Code include adoption of numerous exemptions as well as other changes: amending Section 3-05-001-0100, *Words Of Tense, Number And Gender; Code References; And General Definitions*, to change the definition of “Business” to exclude transfer of electricity from a solar photovoltaic generation system to an electric utility distribution system, and to change the definition of “prosthetic” to include orthodontic devices dispensed by a dental professional; by deleting Section 3-05-001-0120, *Definition; Food For Home Consumption*, deleting a related exemption in Section 3-05-004-0465, and adding Section 3-05-004-0462 for *Retail Sales: Food For Home Consumption* with a tax rate of zero percent; by amending Section 3-05-002-0200, *Determination Of Gross Income; In General*, by clarifying how gross income from the sale of nuclear fuel will be determined; by amending Section 3-05-004-0425, *Job Printing*, by adding an exemption for sales of postage and freight; amending Section 3-05-004-0445, *Rental Leasing And Licensing For Use Of Real Property*, by adding tax exemption for rental to affiliated companies; amending Section 3-05-004-0480, *Utility Services*, by adding exemptions for transfer of renewable energy credits and solar electricity from a retail customer to electric distribution system; adding Section 3-05-004-0485, *Wastewater Removal Service*, with a tax rate of zero percent; amending Section 3-05-004-0450, *Rental, Leasing, And Licensing For Use Of Tangible Personal Property*, to add an exemption for rental of ignition interlock devices, Section 3-05-004-0460, *Retail Sales; Measure Of Tax, Burden Of Proof, Exclusions*, to add an exemption for sales of cash equivalents, and Section 3-05-004-0465, *Retail Sales; Exemptions*, to add exemptions for sale of food and drink to employees of a person engaged in the restaurant business, sale of food and drink at private and parochial schools, sale or transfer of renewable energy credits, sale of tourist magazines, sale of paper machine clothing, sale of certain property in performance of a contract with the U.S. government, sale of coal and other fuels to a qualified environmental technology manufacturer/producer/processor, and sale of equipment to construct a qualified environmental technology facility; by amending Section 3-05-005-0580, *Criminal Penalties*, to clarify that violation of the City Tax Code is punishable as a class one misdemeanor, and by amending regulations relating to the above.

ENACTMENTS:**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:****SECTION 1. In General.**

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, is hereby amended by adoption of the amendments set forth in that document known as "The 2013 City Tax Code Amendments," declared a public record by Resolution No. 2013-33 and on file with the City Clerk.

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in jail for a period not to exceed six (6) months for any one offense. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

The effective dates for various changes to the City Tax Code shall be as set forth in "The 2013 City Tax Code Amendments." This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 11/15/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Adoption of Resolution No. 2013-31: A resolution authorizing the execution of a Development Agreement between Trailside MAR, LLC and the City of Flagstaff related to the development of approximately 4.02 acres of real property generally located at 600 West University Heights Drive North.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-31 by title only.
- 2) City Clerk reads Resolution No. 2013-31 by title only (if approved above).
- 3) Adopt Resolution No. 2013-31.

Policy Decision or Reason for Action:

State law allows cities to enter into development agreements by resolution. The proposed Development Agreement governs the terms and conditions of the use of the affordable housing incentives found within the Zoning Code as they relate to the development of the subject property.

Financial Impact:

No impacts are anticipated.

Connection to Council Goal:

- Retain, expand, and diversify economic base.
- Effective governance.

Has There Been Previous Council Decision on This:

No previous Council discussion has occurred as it relates to this Development Agreement. The Developer has processed a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment for the subject property concurrently with the processing of this application. Prior to the consideration of this application, the Council has taken action on the previously identified amendments.

Options and Alternatives:

The City Council may approve, deny, or modify the agreement as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan, the Zoning Code, and the City's development goals.

Background/History:

The Developer has requested a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment to accommodate the development of a 111 unit multi-family residential apartment complex. Part of that request includes an affordable housing component. In accordance with Section 10-30.20.040 of the Zoning Code, an application may be eligible for certain incentives based on the percentage of affordable units and the level of affordability (e.g. Category 1 to 4). The Developer has provided 14% of the permitted dwelling units as Category 1 Permanent Affordability. In accordance with Table 10-30.20.040.A of the Zoning Code, this level of affordability enables the use of five or more affordable housing incentives. The Developer has requested the use of only the three following affordable housing incentives: (1) A 45% reduction in forest resources protection thresholds; (2) a 27% increase in permitted dwelling units; (3) a 10% reduction in required parking lot landscaping. A more detailed discussion regarding the impact of these incentives on the proposed development can be found in the attached Planning and Zoning Commission Zoning Map Amendment staff report dated October 27, 2013.

Key Considerations:

Under the provisions of the proposed High Density Residential (HR) zone, the project is entitled to develop at a maximum density of 88 dwelling units. The Developer has proposed to classify 14% (12) of those units for Category 1 Permanent Affordability. In exchange, the Developer is looking to utilize three affordable housing incentives as outlined in Section 10-30.20.040 of the Zoning Code. These incentives would increase the project to 111 dwelling units, reduce the forest resource protection threshold to 27.5%, and reduce the required parking lot landscaping to 3,078 square feet.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The community will receive 12 dwelling units classified as Category 1 Permanent Affordability for a minimum duration of 30 years. This will increase the City's supply of available affordable housing.

Community Involvement:

None. Development agreements do not require public or neighborhood notification. However, this agreement is tied to the proposed Regional Land Use and Transportation Plan amendment and Zoning Map amendments, which require public notifications, and has had public hearings before the Planning and Zoning Commission and the City Council.

Expanded Options and Alternatives:

None.

Attachments: [Resolution No. 2013-31](#)
 [Development Agreement](#)
 [PZC Staff Report \(Excluding Attachments\)](#)

Form Review

Inbox	Reviewed By	Date
Current Planning Manager	Brian Kulina	11/22/2013 10:02 AM
Planning Development Manager - BK (Originator)	Brian Kulina	11/22/2013 10:03 AM
Current Planning Manager	Mark Sawyers	11/26/2013 07:34 AM
Purchasing Director	Rick Compau	12/02/2013 10:04 AM
Finance Director	Rick Tadder	12/02/2013 10:10 AM

Planning Director	Jim Cronk	12/05/2013 08:22 AM
Legal Assistant	Vicki Baker	12/05/2013 09:06 AM
Senior Assistant City Attorney JS	James Speed	12/05/2013 09:40 AM
Community Development Director	Jim Cronk	12/05/2013 11:19 AM
DCM - Jerene Watson	Jerene Watson	12/05/2013 12:36 PM
Form Started By: Brian Kulina		Started On: 11/15/2013 12:34 PM
Final Approval Date: 12/05/2013		

RESOLUTION NO. 2013-31

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN TRAILSIDE MAR, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE

RECITALS:

WHEREAS, Trailside MAR, LLC ("Developer") is the owner of approximately 4.02 acres of real property generally located at 600 West University Heights Drive (the "Property"); and

WHEREAS, Developer plans to construct on the Property, among other things, 111 multi-family housing rental units, of which 12 units shall be finished affordable rental units; and

WHEREAS, Developer and the City wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the City's Regional Land Use and Transportation Plan, as amended, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 2. That the Mayor of the City of Flagstaff be hereby directed to execute the Development Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

When recorded, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

Trailside Multi-Family Housing Development

This Development Agreement (the “Agreement”) is made and entered into as of this _____ day of _____, 2013, by and between the City of Flagstaff, an Arizona municipal corporation (the “City”), and Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona (“Developer”). City and Developer may be referred to in this Agreement as “Party” in the singular, and “Parties” in the plural.

RECITALS

A. This Agreement is entered into pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-500.05 with regard to the Trailside multi-family housing development (the “Project”) within the City of Flagstaff.

B. The Developer is the owner of certain parcels of land depicted and legally described in **Exhibit A**, a copy of which is attached hereto and incorporated by reference in this Agreement (collectively the “Property”).

C. The City and the Developer (the “Parties”) desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density and intensity of such land uses, designating twelve (12) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary plan for the Project (the “Concept Plan”), a copy of which is attached as **Exhibit B**, and incorporated by reference in this Agreement.

D. In order to develop the Property under the Concept Plan, the Developer will be required to seek a rezoning of the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone as well as seek an amendment to the Flagstaff Area Regional Land Use and Transportation Plan (the “General Plan”), changing the classification of the Property from a Parks designation to a High Density Residential designation.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City and the Developer believes that development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

NOW, THEREFORE, in consideration of the mutual covenants entered between and among the Parties, and in consideration of the benefits to accrue to each, the Parties agree as follows:

AGREEMENT

1. Amendment of the General Plan. The Developer will submit an application to amend the General Plan for certain parcels of the Property, described in **Exhibit A**, from a Parks designation to a High Density Residential designation. The City agrees to process said application and, in the event the General Plan amendment application is approved by the City Council, following a public hearing as required by A.R.S. § 9-461.06, the City will amend the General Plan to designate the parcels suitable for development as a high density residential development. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed amendment to the General Plan.

2. Implementation of Concept Plan through the Rezoning. The Developer will submit an application to rezone the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone in accordance with the Concept Plan. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed rezoning. The Parties acknowledge that certain stipulations (the “Rezoning Stipulations”) are likely to be approved in connection with the rezoning. The purpose of the Rezoning Stipulations is to address, among other things, adequate access and circulation, drainage, wastewater and water infrastructure facilities, resource protection, density, affordable housing, pedestrian circulation, as well as other factors required by the City’s codes and ordinances. In the event a conflict exists between the language set forth in one or more of the Rezoning Stipulations and the terms of this Agreement, the rezoning ordinance shall govern. Upon approval of the application to rezone the Property, and upon receipt of engineering and building and safety plans for the Property (the “Plans”), the City agrees to process the Plans in accordance with City codes and regulations. However, in the event the Property is rezoned and the Developer fails to obtain final plat approval or obtain an extension of zoning within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of SC, Suburban Commercial Zone in accordance with A.R.S. § 9-462.01. Upon the City Council’s approval of the zoning reversion, this Agreement shall automatically become null and void.

3. Conditions of Development. Upon approval of the rezoning contemplated in **Section 2** of this Agreement, the City’s Community Development Division shall place a notation on the official zoning maps for the Property to reflect the zoning classification and boundaries approved in the rezoning. These maps may include appropriate indications that the approved zoning is conditional and that the zoning will vest upon the recordation of the final plat.

4. Modifications to Development Standards. Development of the Property shall be governed by the City’s ordinances, rules, guidelines and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that

Developer shall obtain construction permits for one or more components of the Project described in **Section 6** below within two (2) years following the effective date of this Agreement.

5. Changes to the Rezoning. For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning that may be approved for the Property pursuant to this Agreement except at the request of the owners of the Property for which such zoning change is sought.

6. Project Description. The Project contemplated by this Agreement shall consist of the following components:

6.1 Multi-family housing consisting of one hundred (111) rental units;

6.2 Including affordable housing consisting of twelve (12) rental units;

7. Site Layout and Design Considerations. In the event the proposed rezoning for the Property is approved by the City Council, the Developer agrees to incorporate the following design elements into the Project:

7.1 The site plan reflects building locations for pedestrian connectivity to the existing F.U.T.S. trail, while buffering the neighborhood with lower building heights, and “carriage units” against the I-40 as a sound and visual buffer. The architecture will utilize native materials, colors and roof forms that relate to the locale.

8. Standards. All public works facilities or infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards, unless otherwise provided in this Agreement or as agreed to by the City Engineer in writing.

9. Construction of Public and Private Improvements.

9.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City’s code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed.

9.2 Developer shall design and install all water and sewer mains and services within the Project per the City of Flagstaff’s Engineering Design and Construction standards and the Maricopa Association of Government’s standards as modified by the City of Flagstaff, except as provided by this Agreement and the City Engineer in writing.

10. Dedication of Public Easements. Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

11. Resource and Floodplain Protection. The Developer and City acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Developer acknowledges and understands that it shall maintain twenty-five percent (25 %) of the existing forest resources in their natural state.

12. Affordable Housing. Developer agrees to comply with the affordable housing requirements set forth in **Exhibit C**, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the affordable housing contribution of fourteen per cent (14%), of the number of units allowed before the density bonus is applied, or twelve dwelling units (12) of eighty-eight (88) allowable dwelling units and the long-term management of these units for households earning up to eighty per cent (80%) of the Area Media Income (AMI) as defined by the US Department of Housing and Urban Development (HUD), or its successors, is met and maintained for the life of this Agreement. The provisions of this **Section 12** shall survive termination of this Agreement.

13. Incentives.

In recognition of the Developer's agreement to set aside twelve (12) units for affordable rental housing purposes, the City has approved the following incentives for the Project:

- 13.1 A density bonus of twenty-three (23) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).
- 13.2 A forty-five percent (45%) reduction to the forest resources has been applied in accordance with Zoning Code Section 10-30.20.040(B)(1). The High Density Residential (HR) zone requires fifty percent (50%) forest resource protection. The Affordable Housing incentive is a forty-five percent (45%) reduction, which provides total forest resource protection of twenty-seven and one-half percent (27.5%).
- 13.3 A ten percent (10%) reduction of landscaping has been applied with regard to parking islands in accordance with Zoning Code Section 10-30.20.040(B)(5).

14. Consolidation of Parcels. Developer agrees to consolidate those parcels of land depicted and legally described in **Exhibit A**, to pay all expenses associated with consolidation of the parcels, and to provide documentation evidencing consolidation to the City's Planning Development Department.

15. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

To Developer

Trailside MAR LLC

Copy to:

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

16. General Provisions.

16.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

16.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

16.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property or a portion of it and only by a written instrument recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. Any such transfer or assignment shall not be valid as to the City until written notice has been sent to the City in accordance with **Section 15** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

16.4 Attorneys' Fees and Costs. Subject to **Section 15.17**, Mediation, if legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

16.5 Authority. The person executing this Agreement on behalf of warrant and represent that he has the authority to execute this Agreement on behalf of the Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Party, and that this Agreement is fully binding on such Party.

16.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

16.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

16.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

16.9 Counterparts. This Agreement may be executed by the Parties in three (3) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

16.10 Cooperation. In the event of any action or proceeding brought by a third party, whether private or governmental, challenging the validity of this Agreement or any provision of it, the Parties shall cooperate in defending against such challenge, provided that each Party shall pay its own respective legal expenses and costs associated with such defense. During the entire course of any such proceeding, this Agreement shall remain in full force and effect.

16.11 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance by the Party benefited thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

16.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

16.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall not be changed or added to except in the manner provided in **Section 16.1**. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The Parties acknowledge and agree that this Agreement is to be read and interpreted with the resolution approving the General Plan amendment and the rezoning ordinance.

16.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

16.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

16.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal or change of venue to any other court. This **Section 16.16** shall survive termination of this Agreement.

16.17 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions. The parties shall agree upon a mediator, failing which on the application of either party to the Director of the Alternative Dispute Resolution Program (“Director”) at the Coconino County Superior Court, a mediator will be appointed promptly by the Director for that purpose. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party’s right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

16.18 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

16.19 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture or similar entity, and that no such partnership, joint venture or similar entity has been created by THE City and the Developer.

16.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the City or the Developer to complete any part or all of the Project.

16.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or a legal representative, successor in interest or assign of such Party shall be entitled to rely on this Agreement or the performance of Developer or the City; this Agreement is not made for the benefit of any person or entity not a Party; and no such

person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

16.22 Proposition 207 Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. §§ 12-1134 through 12-1138, including any right to compensation for reduction to the fair market value of the Property which is or arises out of the subject matter of this Agreement, whether such reduction in value occurs now or in the future. The terms of this waiver shall run with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.

16.23 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

16.24 Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity, including specific performance.

16.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

16.26 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

16.27 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in **Section 16.12** and shall automatically terminate on the tenth (10th) anniversary of such date unless previously terminated.

16.28 Time is of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

16.29 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions or this Agreement shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their authorized representatives.

City of Flagstaff

Trailside MAR LLC

Mayor

By: _____
Its: _____

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA)
) ss
County of Coconino)

On this ____ day of _____, 2013, before me, a Notary Public,
personally appeared Jerry Nabors, known to be or satisfactorily proven to be the person whose
name is subscribed to the foregoing instrument as the Mayor of Flagstaff, and acknowledged that
he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public

My Commission Expires: _____

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 2013, before me, a Notary Public,
personally appeared _____, known to be and satisfactorily proven
to be the person whose name is subscribed to the foregoing instrument and acknowledged that he
executed the same on behalf of Trailside MAR LLC for the purposes therein contained.

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION FROM TITLE REPORT, PTA #00666256, 9/06/2012:

LOTS 2, 3, AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM ANY PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF FLAGSTAFF RECORDED IN DOCKET 1404, PAGE 906, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

AN IRREGULAR SHAPED PAREL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANCE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AS UNIVERSITY HEIGHTS AND RECORDED IN CASE 2 MAP 276-276D, (RECORD #1, R1) OFFICE OF THE RECORDER (O,C,C,R.), FLAGSTAFF, ARIZONA, AND BEING MORE PARTICULARLLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND BOUND ON THE WEST BY THE WEST LINE OF A 40 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN (R1) AND BOUND ON THE EAST BY THE EAST LINE OF SAID (R1), WHICH IS COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 89.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 609, PAGE 74 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 1376, PAGE 15 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN LOTS 9 AND 10 (R1).

AND

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ARIZONA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, BY INSTRUMENT RECORDED AS DOCKET 1983, PAGE 358, RECORDS OF COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 3 AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE MARKING THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

THENCE SOUTH 00°32'30" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 420.69 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (ASHFORK-FLAGSTAFF HIGHWAY);

THENCE NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.83 FEET TO THE TRUE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE CONTINUING NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 264.70 FEET;

THENCE NORTH 26°17'10" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 63°52'40" WEST, A DISTANCE OF 416.85 FEET;

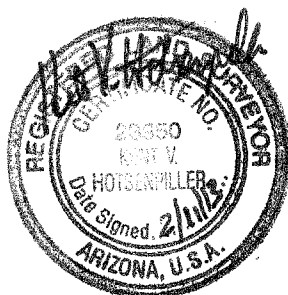
THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 63°52'40" EAST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 118.78 FEET;

THENCE SOUTH 63°52'40" EAST, A DISTANCE OF 90.86 FEET;

THENCE SOUTH 38°39'42" EAST, A DISTANCE OF 511.75 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID EASTERLY LINE OF SAID LOTS 3 AND 4, NORTH 29°24'13" EAST, A DISTANCE OF 218.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.02 ACRES OF LAND MORE OR LESS AS SHOWN ON EXHIBIT B WHICH BY THIS REFERENCE IS MADE A PART HEREOF.



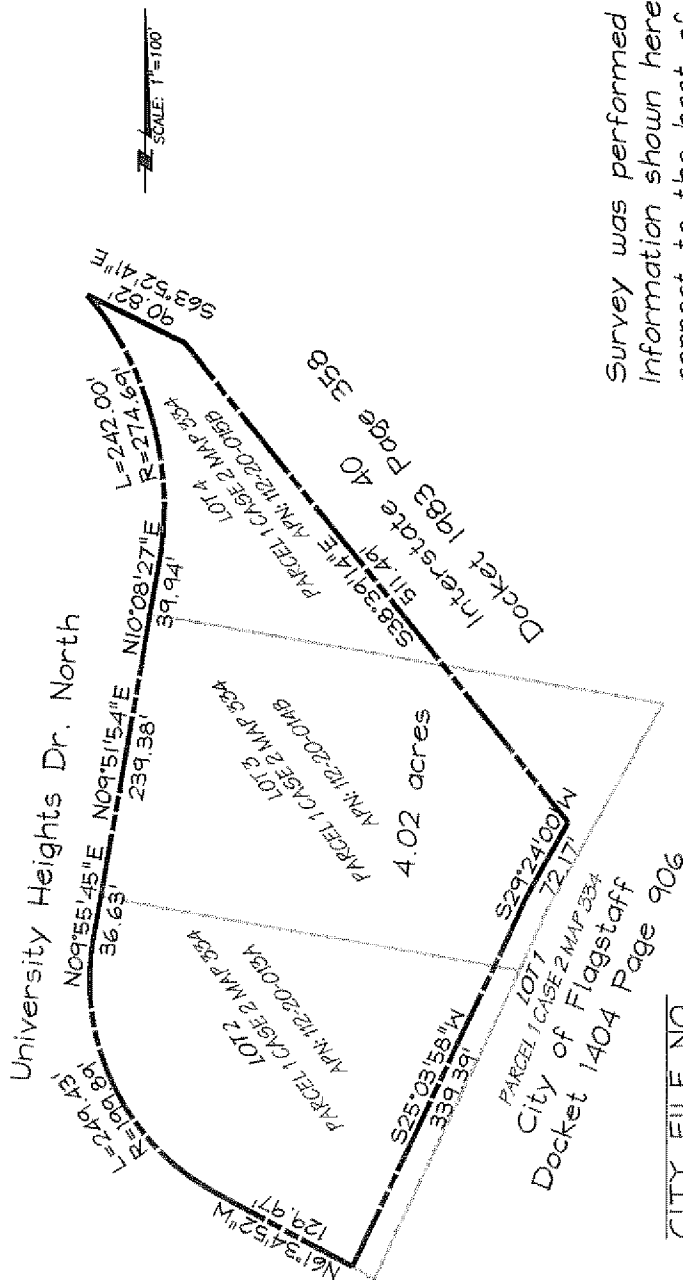
Expires: 3/31/15

City File Number _____

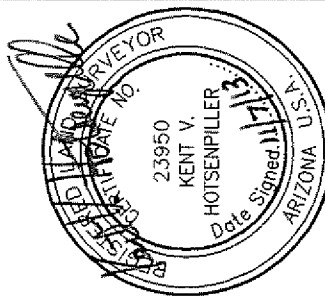
Descriptive Title _____

LEAGEL DESCRIPTION
OF
INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Survey was performed in July of 2012.
Information shown hereon is true and
correct to the best of my knowledge.



Expires on 3/31/15

DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 12965

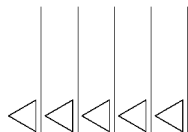
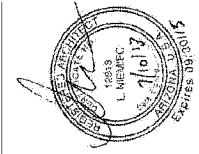
DATE: 11/07/13

Mogollon
ENGINEERING
& SURVEYING

4111 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT A	LEGAL DESCRIPTION
-----------	-------------------

EXHIBIT B
CONCEPT PLAN



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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ

Site Plan
Scale: 1" = 50'-0"

AS-1
SECRET NO.
DATE: 9-16-2025
PROJECT NO.
DRAWN BY: [illegible]
CHECKED BY: [illegible]

PROJECT OWNER/DEVELOPERS
MARK CHABON
CHABON DEVELOPMENT
89-A UNIVERSITY LANE
BUFFALO, NY 14205

PROJECT ARCHITECT
L.R. NIEMIEC ARCHITECTS
8585 E. HARTFORD DRIVE SUITE 115
SCOTTSDALE, AZ 85255

PROJECT DATA (THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE)
PARCEL SIZE: 4.02 +/- NET ACRES
EXISTING ZONING: ILC
PROPOSED ZONING: HR
DENSITY: 27.61 DENSITY ACRE (111) TOTAL UNITS

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY + 3-STORY)

TYPE	MARKET RATE	QUANTITY	%	GROSS SF.	BALCONY SF.	* GROSS SF.
CARRIAGE (1 BED 1 BATH)	12	2	11	662		1344
STUDIO	2	1	8	463		467
A1 (1 BED 1 BATH)	35	3	38	1563		2424
B1 (2 BED 2 BATH)	28	2	21	1938		2914
B2 (2 BED 2 BATH)	18	16	16	1166		2059
TOTALS	95	12	100			8843

* EXCLUDED BALCONY

ATTACHED GARAGES (60) IN 30-FLEX + (8) IN CARRIAGE BLDG. = 78 (62.5%)

* DIRECT ACCESS GARAGE

△ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS SF.
1ST FLOOR	11,826
2ND FLOOR	1,108
3RD FLOOR	1,108
BALCONIES	6,365
TOTAL	34,365 SF.

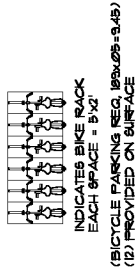
COTTON AREAS	GROSS SF.
CLUBHOUSE/OFFICE	2,229
CABANA	648
TOTAL COTTON AREAS	2,877

SUMMARY OF TOTAL BUILDINGS	GROSS SF.
APARTMENTS	88,433
GARAGES	10,136
CORRIDORS/BALCONIES	34,365
COTTON AREAS	2,877
TOTALS	140,811 SF.

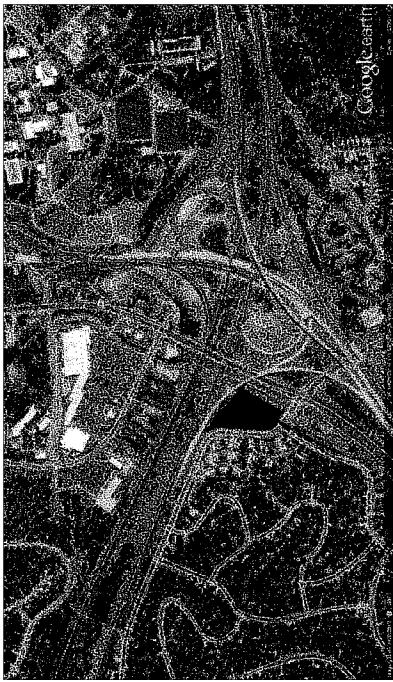
AFFORDABLE INCENTIVES PROPOSED:
A. DENSITY BONUS
B. RESOURCE PROTECTION REDUCTION
C. 10% LANDSCAPE STANDARD REDUCTION

PARKING CALCULATIONS
MARKET RATE PARKING: CARRIAGE (12) x 1.0 = 12 STUDIO (1) x 1.0 = 1 A1- (30) x 2.25 = 67.5 B1- (18) x 2.25 = 40.5 B2- (16) x 2.25 = 36 REQUIRED = 206.25 SPACES
TOTAL REQUIRED = 206 SPACES
TOTAL PARKING PROVIDED = 193 SPACES
DEFICIENCY = 13 SPACES (6.3% DEFICIENCY) REDUCTION OR 11 PARKING SPACES = 182 SPACES = 18% SPACES

PARKING PROVIDED:
75 GARAGE + 114 SURFACE = 189 SPACES
TOTAL PARKING PROVIDED = 189 SPACES
DEFICIENCY = 17 SPACES (8.2% DEFICIENCY)
REDUCTION OR 11 PARKING SPACES = 178 SPACES = 8.4% SPACES



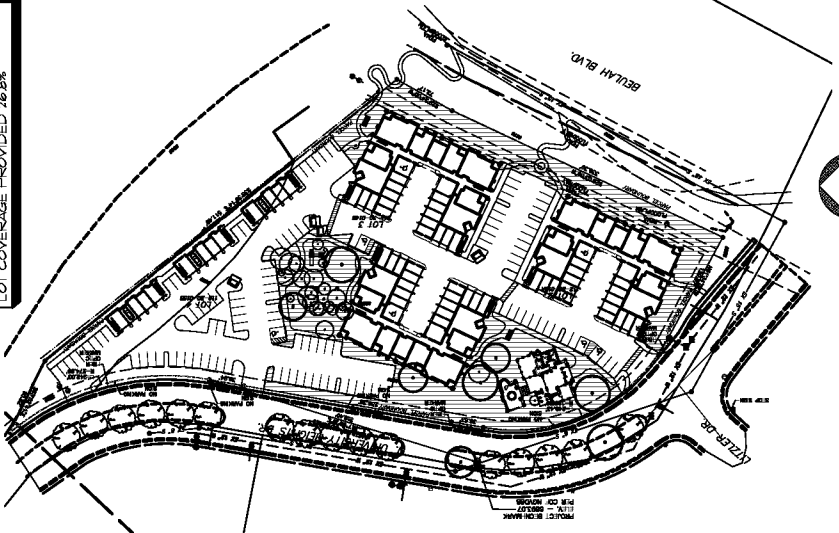
NOTE:
AT LEAST 7% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT;
THESE UNITS MUST BE DISPersed AMONG THE VARIOUS CLASSES OF UNITS.



VICINITY MAP
NTS

SITE PLAN
SCALE: 1"=50'-0"

OPEN SPACE REQUIRED = 26,267 SF. (15%)
OPEN SPACE PROVIDED = 43,184 SF. (28%)
MAX. LOT COVERAGE ALLOWABLE 50%
LOT COVERAGE PROVIDED 26.2%



OPEN SPACE
SCALE: 1"=50'-0"

PROJECT BEGIN/END
ELEV. = 6893.07
PER CO. NGVD88

EXISTING CURB GUTTER & SIDEWALK
CLUBHOUSE INCLUDES RECREATIONAL
APARTMENTS FOR CHILDREN FOR AGES 5 TO 12

EXHIBIT C
AFFORDABLE HOUSING REQUIREMENTS

Affordability Requirements

1. Duration of Affordability Provisions.

The provisions in Section 12 of the Development Agreement between **Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona (“Developer”)** and the City of Flagstaff (the “Agreement”) pertaining to affordability are applicable for thirty (30) years.

2. Applicability of Affordability Provisions.

The affordability provisions pertain to fourteen percent (14%) or twelve dwelling units (12), of the number of units allowed before the density bonus is applied, or eighty-eight (88) allowable dwelling units and the long-term management of these units. “Rent Restricted Units” means those units affordable for households earning no more than eighty percent (80%) of the Area Median Income (AMI), as defined annually by the U.S. Department of Housing and Urban Development (HUD) or its successor. If a successor is not identified, the City of Flagstaff will issue comparable income guidelines.

The monthly rental price for the Rent Restricted Units shall be no more than thirty-three percent (33%) of the monthly income for a household not to exceed 80% AMI and include utilities and other charges for the unit. The pricing structure will be initially set for the Rent Restricted Units by bedroom size and defined in the Affordability Plan.

3. Rent Restricted Units.

The Rent Restricted Units shall be maintained at twelve (12) units or fourteen percent (14%) of the number of units allowed before the density bonus for the development is applied, or 12 of 88 dwelling units. Developer shall provide affordable units as follows: seven (7) studios; three (3) one-bedroom apartments; and two (2) two-bedroom apartments.

3.1 The Affordability Plan, as referenced, in this Section shall be completed and agreed upon by both parties prior to the issuance of building permits.

3.2 The Rent Restricted Units shall be dispersed throughout the development. Prior to issuance of the Certificate of Occupancy, the Housing Manager of the City of Flagstaff, or designee, shall state in writing that the standards set forth in this Agreement, pertaining to the Permanent Affordability Requirements, have been put in place and that the initial Rent Restricted Units are identified with associated rents.

3.3 The Owner or its designee, working with the City of Flagstaff, or its designee, shall designate, on an annual basis, the location, size, and unit count of the Rent Restricted Units. This process shall coordinate with the annual HUD AMI adjustment, anticipated for December first of each year, subsequent annual rent pricing adjustment, and annual audit. On a semi-annual basis, the Developer or its designee shall provide the City with a current waiting list and coinciding household incomes.

3.4 The Developer shall market the Rent Restricted Units in the same manner as market rate units and will advertise in at least one main local or regional media outlet, such as Apartment Finder.

3.5 The Developer shall provide an initial lease-up period not to exceed one (1) year for the first rental after Certificate of Occupancy, which is mutually agreed upon and defined within the Affordability Plan.

4. Eligibility Criteria.

A household is defined as all individuals who reside in the Unit more than fifty percent (50%) of the time. All employed individuals over the age of eighteen (18) that live within the Unit must be considered for income verification. The Developer or its designee must utilize a standardized income verification formula, accepted by the City of Flagstaff. All subsequent changes of a roommate or roommates, or changes in household occupancy shall be re-certified for eligibility under the applicable AMI levels. Annual income re-certification shall coincide with lease renewal. If, at the time of income re-certification, the household's income is greater than one hundred percent (100%) AMI, the household shall be given ninety (90) days to vacate the Rent Restricted Unit or begin paying market rate rent. Additional eligibility criteria shall be provided in the Affordability Plan.

5. Vacancies.

5.1 When an occupant of a Rent Restricted Unit must either vacate the unit permanently or has voluntarily provided standard notice to the Developer or its designee that the household will no longer be renting that unit, the Developer or its designee will notify the City of the vacancies within the Rent Restricted Units in the time specified in the Affordability Plan.

5.2 If the Rent Restricted Unit is not rented to an eligible household, the Unit may be marketed and rented as a market rate unit, providing that the Rent Restricted unit count is maintained at twelve (12) units total.

6. Reporting.

The detailed reporting of the Rent Restricted Units will be outlined in the Affordability Plan. In general, the Developer or its designee, shall provide the City, at a minimum, the following information and notices:

6.1 The location and AMI overview of the households residing within the Rent Restricted Units. This process shall coordinate with the annual HUD AMI adjustment, subsequent annual rent pricing adjustment, and annual audit.

6.2 A current waiting list, and coinciding household AMI.

- 6.3 Notify the City of the vacancies within the Rent Restricted Units.
- 6.4 Notify the City regarding the incomes of the households who are actively in the Rent Restricted Units.

7. Audits and Inspections.

All records, with respect to the affordable housing requirements of the Agreement, shall be made available to the City, or its designee, at any time during normal business hours as often as the City deems necessary to audit, examine, and make excerpts or transcripts of all relevant data provided. Failure of the Developer or its designee to comply with these audit requirements will constitute a material breach of this Development Agreement.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PREZ 2013-0002

DATE: **October 15, 2013**
MEETING DATE: **October 23, 2013**
REPORT BY: **Brian Kulina**

REQUEST:

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) to High Density Residential (HDR).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Zoning Map amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Suburban Commercial (SC) zone.

PROPOSED LAND USE:

A 111-unit, multi-family residential apartment complex containing three (3) apartment building, three (3) carriage buildings, and a clubhouse.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Highway Commercial (HC) zone
East: Interstate-17, Circle K, and Table Rock Apartments; Highway Commercial (HC) and High Density Residential (HR) zones
South: Townhomes; High Density Residential (HR) zone
West: Village at University Heights Condominiums; High Density Residential (HR) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; and shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically

suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment to rezone approximately 4.02 acres located at 600 W University Heights Drive North from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone. This amendment would allow the development of a 111 unit multi-family residential apartment complex with 12 affordable housing units set at an average of 80 percent Area Median Income for a period of 30 years. The subject property is currently undeveloped land with some large groupings of ponderosa pine trees. The terrain has a slope gradient of three-and-one-half percent (3.5%) from the north to the south toward Sinclair Wash. For additional information on the reason for the request, site characteristics, and anticipated community benefits, please reference the attached Site Analysis and Reason for Request Narrative.

Land uses north of the subject property, across Interstate-40 along Woodlands Village Boulevard, are predominately commercial and include such amenities as hotels, grocery stores, restaurants, banks, clothing stores, office supply stores, and physical fitness facilities. Land uses to the east of the subject property, across Beulah Boulevard and Interstate-17, are a mixture of commercial and residential development and include a convenience store and an apartment complex. The land uses to the south and west of the subject property, across University Heights Drive North, are comprised of various types of residential development, including single-family, townhouse, and condominiums.

If the Zoning Map amendment request is approved, the next steps in the process will be the filing of an application for Site Plan review followed by Civil Construction Plan submittal and Building Plan submittal. A Development Agreement between the City and Chason Development has been drafted, a copy of which is attached to this report, for the dedication of affordable housing units and must be approved by the City Council via a resolution prior to the second reading of the Zoning Map amendment ordinance. The subject property currently covers three separately identified parcels (APN's 112-20-013A, -014B, and -015B). These parcels must be combined into one parcel prior to building permit submittal.

A Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment request, which is directly related to this application, was recommended for approval by staff on September 9, 2013. Final action on the Regional Plan amendment was taken by the Planning and Zoning Commission prior to the consideration of this application.

Proposed Development Concept Plans

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment for a 111-unit, multi-family residential apartment complex known as "Trailside Apartments."

General Plan – Flagstaff Area Regional Land Use and Transportation Plan

The Regional Plan identifies the subject property as having a land use designation of Parks and Recreation. A Regional Plan amendment to change the land use designation to High Density Residential has been requested by the Application and was considered prior to the consideration of this application. All substantive Regional Plan issues were addressed in the previous

Regional Plan amendment report. The zoning contemplated by this Zoning Map amendment request is in conformance with the land use designation contemplated in the accompanying Regional Plan amendment request.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the “Zoning Code”) identifies the 4.02 acre subject property as being located in the Suburban Commercial (SC) zone. Multi-family residential uses are allowed within the SC zone as part of a mixed-use development located above or behind permitted non-residential uses or when classified as a Planned Residential Development, which is subject to the issuance of a Conditional Use Permit (Section 10-40.30.040.B of the Zoning Code, Page 40.30-16); however, these development options are limited to a maximum density of 13 dwelling units/acre and a maximum building height of 25 feet. A comparison of the current and proposed zoning can be found under the “Building Form and Density Standards” subsection of this report.

Open Space

Development within the proposed High Density Residential (HR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 4.02 acre (175,111 square feet) site is required to maintain at least 26,267 square feet of open space. The proposed development maintains 49,154 square feet of open space, which is 28% of the lot area. The majority of the open space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with playground equipment and barbeques.

Building Form and Density Standards

Table 1 below compares development standards for the existing SC zone and the proposed HR zone. The maximum permitted building height in the HR zone is 60 feet. The maximum building height proposed is 39 feet, 6 inches for the three (3) apartment buildings, 24 feet, 3 inches for the three (3) carriage buildings, and 23 feet for the clubhouse.

In the HR zone, the maximum density is 22 dwelling units/acre within the Resource Protection Overlay (RPO) zone and 29 dwelling units/acre outside of the RPO zone. The subject property is located within the RPO zone and is proposed to develop at the maximum density permitted. Section 10-30.20.050 of the Zoning Code (Page 30.20-7) allows for the use of a density bonus, which is an increase in residential units over the maximum residential density permitted, when at least 10 percent of the proposed dwelling units are designated affordable. The Developer has agreed, as evidenced by the attached draft Development Agreement, to develop 14 percent of the proposed dwelling units as affordable. In accordance with Table 10-30.20.050.A of the Zoning Code (Page 30.20-8), this provides for a density bonus of 27 percent. The following formula was used in the implementation of the density bonus:

The development has a maximum density of 88 units (22 du/ac x 4.02 ac) and provides 12 units (14 percent) affordable to category 1 households, the density bonus is 23 units (27 percent), calculated as $88 \times .27 = 23$ units.

When the density bonus is added to the maximum permitted density, the subject property is entitled to develop 111 units.

The subject property has two street frontages, Beulah Boulevard and University Heights Drive North, and backs up to Interstate-40 Arizona Department of Transportation (ADOT) right-of-way. The setbacks applied to the development of this site are as follows: 10-foot front setback along University Heights Drive North, 15-foot rear setback along Beulah Boulevard/Sinclair Wash, and 5-foot side setback along Interstate-40 ADOT right-of-way.

Table 1 – Comparison of Development Standards

Standard	Existing Zone (SC)	Proposed Zone (HR)
Acres	4.02	4.02
Total Resource Protection Land (acres)	4.02	4.02
Maximum Building Height (feet)	25	60
Maximum Coverage	0.8 FAR	50%
Building Placement Requirements (Minimum Setbacks):		
Front (feet)	15	10 (second floor and below) 15 (above second floor)
Side (feet)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)	5 (interior lots) 5 (corner lots, interior) 5 (corner lots, exterior)
Rear (feet)	15 (adjacent to residential) 0 (all other uses)	15
Minimum Open Space (%)	15 (when part of mixed-use development or planned residential development)	15
Density Requirements:		
Minimum (du/ac)	0	13
Maximum, Outside RPO (du/ac)	13	22
Maximum, Inside RPO (du/ac)	13	29

Parking

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for a multi-family development is calculated per unit type provided with different parking standards for market rate units and affordable units. The affordable unit parking standard is intended to be used as an affordable housing incentive. As such it is a reduced requirement from the market rate standard. The Developer is not proposing the use of the affordable standard and has instead used the market rate standard to calculate the required parking as follows:

Unit Type	Parking Standard (per unit)	Number of Units Provided	Parking Required
Studio	1.25	9	11.25
1 Bedroom	1.5	54 (includes carriage units)	81
2+ Bedroom	2.0	48	96
Guest Space for Multi-Family Dwelling	0.25 per each 2+ bedroom unit	48	12
Total			200.25

In accordance with Section 10-50.80.060.A.1 of the Zoning Code (Page 50.80-12), a parking reduction up to 10 percent may be approved for any use within one-quarter of a mile of a bus stop. Currently, there is a stop for Route 4 of the Mountain Line service line located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard. The Developer has proposed to take advantage of this allowed reduction and reduce the required parking by 11 spaces (5.5%). The total on-site parking provided for this development is 189 spaces, which is comprised of 75 garage

spaces, 114 surface spaces, and 7 accessible spaces. A final parking analysis done with the review of a more detailed site plan submittal will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

Design Review

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

Pedestrian and Bicycle Circulation Systems

On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed to on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the adjoining public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which can both be used to access nearby transit stops and other non-residential amenities.

While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 12 bicycle parking spaces, utilizing a rack system, are being provided on-site.

Parking Lots, Driveways, and Service Areas

One hundred fourteen (114) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9).

Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. There are no existing curb cuts along the eastern edge of University Heights Drive North. Three new curb cuts are proposed, two of which are located in alignment with existing driveways/roadways or median breaks. An internal circulation system connects the southernmost curb cut with the northernmost curb cut, which is designed with right in/right out movements only.

The concept plan identifies four residential trash dumpster enclosures located along the main circulation route. Staff will ensure that these enclosures meet city standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards

“Scale” refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development, at three stories, would be one of the tallest structures in the immediate area. Taken in context to other existing structures in the area, this is not out of character. The residential structures immediately adjacent to the proposed development, across University Heights Drive North, are two stories in height and the Interstate-40/Interstate-17 ramp, immediately north of the proposed development, is approximately 20 feet above the grade of the subject property.

During the review of the conceptual site plan, architectural design standards such as building materials, massing, roof form, and scale were applied and approved by staff. Additional information regarding the architectural design of the building can

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be found on the elevations (color and line drawing) and building material sample sheet attached to this report. Staff will confirm that any secondary materials and accent colors comprise less than 25 percent of the exterior walls of each elevation during the review of a more detailed site plan submittal.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). With the utilization of an affordable housing incentive, landscaping can be reduced in accordance with Section 10-30.20.040.B.5 of the Zoning Code (Page 30.20-7) by no more than 10 percent. The Developer has proposed to use this incentive to reduce the amount of parking area landscaping required; however, they are still providing parking area landscaping beyond the reduced requirement. A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site is bound on the south and west by University Heights Drive North, on the east by Beulah Boulevard, and on the north by Interstate-40. Access to the site is provided by University Heights Drive North. There are no vehicular connections to Beulah Boulevard or Interstate-40. With the exception of some minor improvements to deteriorated sidewalks along University Heights Drive North, the adjacent roadways and intersection are fully improved with curb, gutter, sidewalk, and signalization.

A Traffic Impact Statement (TIS) was prepared by the Applicant and demonstrated the anticipated traffic volume generated from the proposed development. The Traffic Engineer reviewed the conceptual site plan and TIS and it was determined that the increased traffic volumes did not meet the threshold for a full Traffic Impact Analysis (TIA), which would have analyzed certain off-site locations and provided recommendations of needed mitigation measures.

Water and Wastewater

Existing water mains in the area include a 30-inch transmission main in Beulah Boulevard and a 12-inch public main in University Heights Drive North. Individual water service to each building will be provided by the construction of a new 8-inch water main running through the site and connecting to the main in University Heights Drive North. Existing public sewer mains in the area include an 18-inch gravity transmission main in the City-owned parcel, which runs parallel with Sinclair Wash, and an 8-inch public main in University Heights Drive North. Individual sewer service to each building will be provided by the construction of a new 8-inch sewer main running through the site and connecting to the main in the City-owner parcel.

A Water and Sewer Impact Analysis was not required provided the new 8-inch water main connected to the main in University Heights Drive North to create a looped system. A separate analysis performed by the City determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements, outside of those necessary to complete the on-site systems, are required of this development.

Stormwater

A Drainage Impact Analysis and a Drainage Report were prepared for the proposed development. Stormwater runoff will be detained in a series of four Low Impact Development (LID) basins dispersed throughout the site. Stormwater will also be stored in a series of two underground retention/detention basins located underneath parking areas at the eastern and northeastern edge of the site. All stormwater will eventually be released to Sinclair Wash, which runs parallel with the eastern edge of the site. A portion of the proposed apartment buildings is currently located within the FEMA delineated floodplain for Sinclair Wash. The Applicant has designed the site to elevate the buildings above the floodplain and will be pursuing a Letter of Map Amendment to remove them formally from the FEMA floodplain. The Stormwater Manager reviewed the conceptual site plan and Drainage Impact Analysis report and it was determined that there are no downstream impacts associated with the proposed development.

Parks and Recreation

The closest City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of the additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the Developer, that the proposed development should include an on-site playground structure, in addition to any amenities provided within the clubhouse, which would be designed to meet the needs of children ages 5 to 12. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through various amenities provided on-site and offset the impacts generated by the proposed development.

OTHER REQUIREMENTS:

Resources

The subject property is located within the Resource Protection Overlay zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 489 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. This threshold can be reduced with the utilization of an affordable housing incentive. In accordance with Table 10-30.20.040.B of the Zoning Code (Page 30.20-6), forest resource protection thresholds can be reduced by 45 percent when 14 percent of the proposed units are being developed as category 1 affordable. Using this reduction, the forest resource protection threshold that is applied to this development is 27.5 percent. The NRPP proposed to save 135 forest tree points, which is 27.61 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

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Section 10-20.30.060 of the Zoning Code (Page 20.30-5) required the Applicant for the proposed Zoning Map amendment to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing. In accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7), a "Record of Proceedings" of the neighborhood meeting was created and filed. A copy of the record is identified as the Citizen Participation Report and is attached to this report. The neighborhood meeting was held on Friday, September 6, 2013 at 5:00pm in the meeting room of Flagstaff Fire Station 6. Sixteen people attended the meeting; four representing the Developer, two representing the seller of the subject property; and 10 citizens. Project representatives presented general information about the project, including the entitlements required for development, answered questions, and listened to recommendations. The neighborhood meeting notification, meeting, and record of proceedings were conducted in compliance with the requirements of the Zoning Code.

DISCUSSION:

In accordance with Section 10-40.30.040.A.1 of the Zoning Code (Page 40.30-13), the Suburban Commercial (SC) zone: applies in areas with suburban character that are appropriate for neighborhood commercial uses; allows retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods; and ensures that such commercial zones will be compatible with adjacent non-commercial development. The retail and service needs of the University Heights neighborhood is currently met through the convenience store located approximately 0.2 miles away at the northwest corner of Lake Mary Road and Beverly Avenue as well as the Woodlands Village Shopping Center located approximately 0.3 miles away at the northwest corner of Beulah Boulevard and Woodlands Village Boulevard. Both of these retail/service developments are within easy walking and bicycling distance from the subject property and the adjacent neighborhood. This amount of retail/service uses appears to adequately address the day-to-day needs of the neighborhood. The most logical use to replace the Suburban Commercial (SC) zone is the High Density Residential (HR) zone based on the compatibility of a high density residential development with the surrounding existing residential uses and the City's ability to provide public services to the proposed development as demonstrated in the Public Systems Impact Analysis section of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified in light of the proposed Regional Plan amendment and would recommend in favor of amending the Zoning Map for 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.
2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 112-20-013A, 112-20-014B, and 112-20-015B.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Vicinity Map for Zoning Map Amendment
- Reason for Request Narrative
- Site Analysis
- Public Hearing Legal Advertisements
- Citizen Participation Plan (Included in PGMG2013-0001 Packet)

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- Citizen Comment Letter
- Draft Development Agreement
- Building Colors and Materials Sample Sheet
- Site Plan Packet:
 - Site Plan
 - Unit Plans
 - Building Plans
 - Elevations (Color and B&W Line Drawing)
 - Preliminary Landscape Plan
 - Natural Resource Protection Plan
 - Preliminary Underground Utilities Plan
 - Preliminary Grading and Drainage Plan
 - Electrical Site Lighting Plan
 - Electrical Site Photometric Plan
 - Electrical Site Lighting Cut Sheets

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 12/05/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Adoption of Ordinance No. 2013-24: An ordinance amending the Flagstaff Zoning Map designation of approximately 4.02 acres of real property located at 600 West University Heights Drive from "SC", Suburban Commercial, to "HR", High Density Residential (Amending Zoning Map for Trailside Apartments).

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2013-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
- 3) Adopt Ordinance No. 2013-24

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Zoning Map amendment request at its regular meeting on October 23, 2013. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval subject to two conditions. The attached ordinance list the two conditions of approval. Zoning Map amendments are required to be adopted by ordinance.

Subsidiary Decisions Points:

The attached Development Agreement will be scheduled for consideration by the City Council on December 17, 2013, prior to the second reading of the ordinance.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

This Zoning Map amendment request is accompanied by a Regional Plan amendment request. The City Council held a public hearing and had first reading of Ordinance No. 2013-24 at their meeting of December 3, 2013.

Options and Alternatives:

The City Council may approve the ordinance with the proposed conditions, approve the ordinance with additional or modified conditions, or deny the ordinance.

Background/History:

See the Introduction/Background section of the Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013, a copy of which is attached, for the Background/History discussion.

Key Considerations:

Zoning Map amendments are adopted by the City Council via ordinance. Ordinance No. 2013-24 changes the Zoning Map designation of approximately 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment request are addressed in the attached Planning and Zoning Commission Zoning Map Amendment Staff Report, dated October 23, 2013.

Community Involvement:

Inform

The Developer held a neighborhood meeting on September 6, 2013, at which sixteen people attended. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the neighborhood meeting are included in the Citizen Participation Plan and Report, a copy of which is attached to the accompanying Regional Land Use and Transportation Plan Amendment Staff Report. The Planning and Zoning Commission conducted a Public Hearing on October 23, 2013. Notice of that Public Hearing was provided in accordance with State statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public provided comments expressing concern about traffic, parking, and the possibility of the proposed development compromising the views to the mountains. The member of the public further commented that they would rather see an apartment complex developed on the subject property rather than a commercial use.

As of this writing, staff has received one letter, from the Sinclair Springs Townhomes Owners Association, and one phone call. The letter expressed concerns over parking and building height, as it related to the view of the mountains. The caller was looking to gather additional information related to the proposal and stated that a comment letter would be forthcoming. To date, staff has not received that letter.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2013-24.
 - The City Council may approve the Zoning Map amendment with additional or modified conditions of approval.
 - The City Council may deny the Zoning Map amendment.
-

Final Approval Date: 12/05/2013

ORDINANCE NO. 2013-24

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE FROM "SC", SUBURBAN COMMERCIAL, TO "HDR", HIGH DENSITY RESIDENTIAL

RECITALS:

WHEREAS, the applicant has applied for a map amendment of approximately 4.02 acres of real property located within the City of Flagstaff at 600 West University Heights Drive, a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, from "SC", Suburban Commercial, to "HDR", High Density Residential, for purposes of developing multi-family residential apartment complex and attendant features; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on October 23, 2013 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following conditions:

1. The subject property be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.
2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 111-20-013A, 112-20-14B, and 112-20-015B.

WHEREAS, the City Council has read and considered the staff reports prepared by Planning Division staff and has considered the narrative prepared by the applicant; and

WHEREAS, staff recommends approval of the map amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered the conditions and has found them to be appropriate for the site; and

WHEREAS, the Council finds that the proposed map amendment with the conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended to "HDR", High Density Residential.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

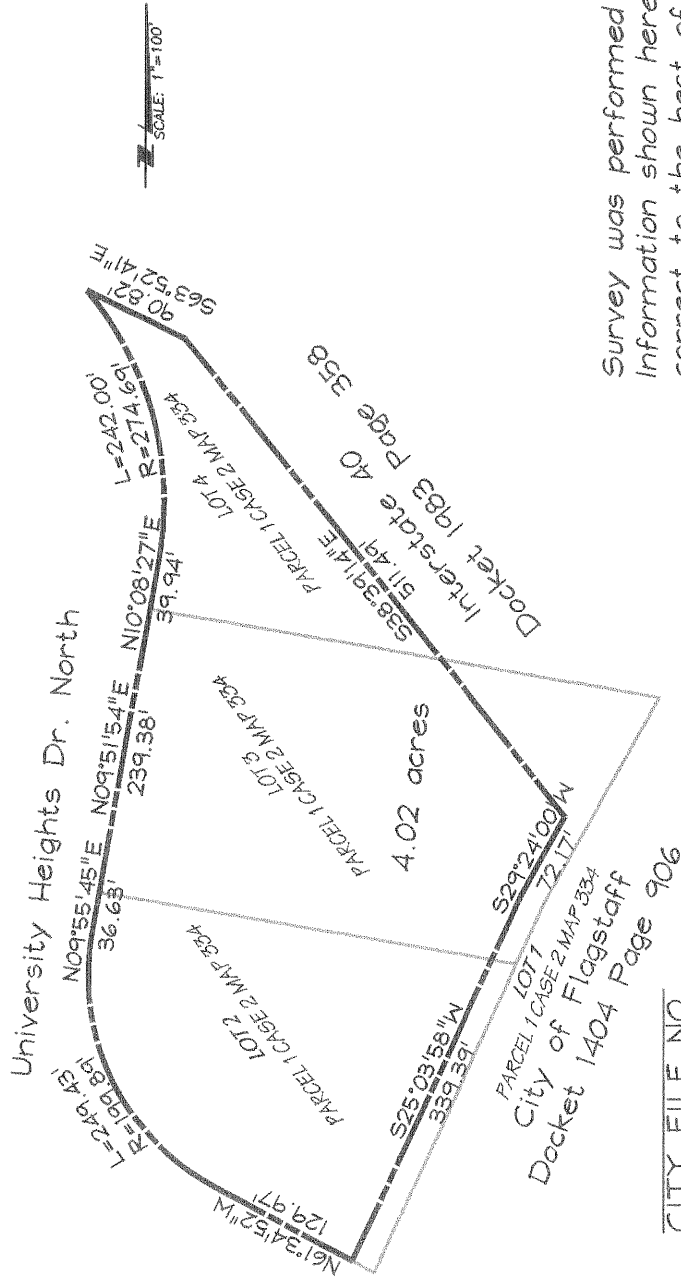
CITY ATTORNEY

EXHIBIT "A"
TO
ORDINANCE NO. 2013-24

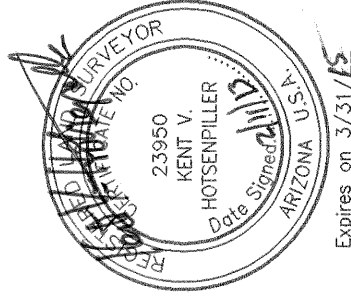
REZONING LEGAL DESCRIPTION OF

INSTRUMENT 3564866

PORTIONS OF LOTS 2, 3, & 4 OF PARCEL 1, DIVISION OF LAND MAP RECORDED IN CASE 2 MAP 334 AND A PORTION OF "COMMERCIAL AREA" AS SHOWN ON FINAL PLAT OF UNIVERSITY HEIGHTS, CASE 2 MAP 276, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Survey was performed in July of 2012.
Information shown hereon is true and
correct to the best of my knowledge.



DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1" = 100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 12965

DATE: 2/11/13

Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1962, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
LEGAL
DESCRIPTION

LEGAL DESCRIPTION FROM TITLE REPORT, PTA #00666256, 9/06/2012:

LOTS 2, 3, AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM ANY PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF FLAGSTAFF RECORDED IN DOCKET 1404, PAGE 906, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

AN IRREGULAR SHAPED PAREL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANCE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AS UNIVERSITY HEIGHTS AND RECORDED IN CASE 2 MAP 276-276D, (RECORD #1, R1) OFFICE OF THE RECORDER (O,C,C,R,), FLAGSTAFF, ARIZONA, AND BEING MORE PARTICULARLLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND BOUND ON THE WEST BY THE WEST LINE OF A 40 FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN (R1) AND BOUND ON THE EAST BY THE EAST LINE OF SAID (R1), WHICH IS COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 89.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 609, PAGE 74 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCKET 1376, PAGE 15 (O.C.C.R.).

ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN LOTS 9 AND 10 (R1).

AND

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF ARIZONA, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, BY INSTRUMENT RECORDED AS DOCKET 1983, PAGE 358, RECORDS OF COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 3 AND 4, PARCEL 1, AS SHOWN ON DIVISION OF LAND MAPS, RECORDED IN CASE 2, MAP 334, RECORDS OF COCONINO COUNTY, ARIZONA, BEING A RESUBDIVISION OF "COMMERCIAL AREA" OF UNIVERSITY HEIGHTS, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 276-276D, RECORDS OF COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE MARKING THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

THENCE SOUTH 00°32'30" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 420.69 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (ASHFORK-FLAGSTAFF HIGHWAY);

THENCE NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.83 FEET TO THE TRUE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE CONTINUING NORTH 63°52'40" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 264.70 FEET;

THENCE NORTH 26°17'10" EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 63°52'40" WEST, A DISTANCE OF 416.85 FEET;

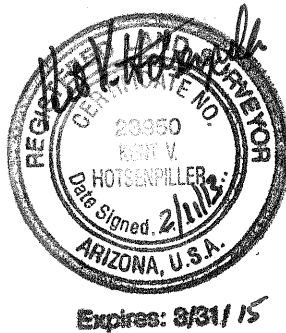
THENCE FROM A LOCAL TANGENT BEARING OF SOUTH 63°52'40" EAST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 118.78 FEET;

THENCE SOUTH 63°52'40" EAST, A DISTANCE OF 90.86 FEET;

THENCE SOUTH 38°39'42" EAST, A DISTANCE OF 511.75 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID EASTERLY LINE OF SAID LOTS 3 AND 4, NORTH 29°24'13" EAST, A DISTANCE OF 218.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.02 ACRES OF LAND MORE OR LESS AS SHOWN ON EXHIBIT B WHICH BY THIS REFERENCE IS MADE A PART HEREOF.



City File Number _____

Descriptive Title _____

against him involving cocaine, escorts and prostitution. He called the allegations "100 per cent lies."

He said his integrity as a father and husband had been attacked, prompting him to "see red."

"I acted on complete impulse in my remarks," Ford said.

Ford also said he didn't want to comment on the particulars of the health care support he's receiving and asked for privacy for his family.

The mayor said he would take legal action against his former chief of staff, Mark Towhey and two other aides over their interviews with police that were detailed in court documents released Wednesday.

Ford did not specify what the aides might have said that was untrue. He also said he would take action

elected in 2010 on a wave of discontent from Toronto's outer suburbs over what voters considered wasteful spending and elitist politics at City Hall. But his term has been consumed by revelations of bad behavior, from public drunkenness to crack smoking to threatening to kill someone in a videotaped, incoherent rant.

The court documents released Wednesday are part of a drug case against Ford's friend and occasional driver.

Police interviews with Ford's ex-staffers revealed their concerns about his drug use and drunk driving, with one staffer alleging another saw Ford "impaired, driving very fast," and frightening the female employee who was in the car with him.



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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:
A proposed Regional Land Use and Transportation Plan amendment from Parks and Recreation to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

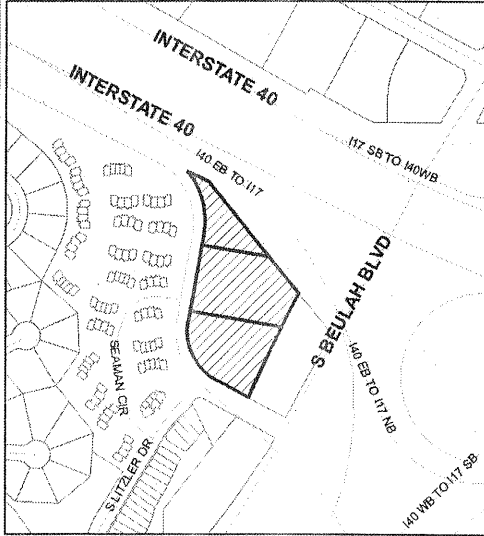
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:
Approximately 4.02 acres located at 600 W University Heights Dr North, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

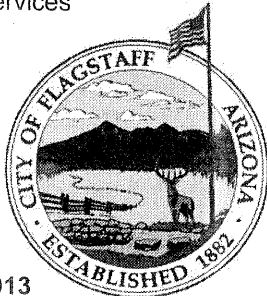
PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B
ACRES: ~4.02



FOR FURTHER INFORMATION CONTACT
Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
bkulina@flagstaffaz.gov



Publish: November 15, 2013

ZONING

Notice is hereby given that the City of Flagstaff will hold a

PUBLIC HEARING

**At Flagstaff City Hall, 211 West Aspen Avenue,
Flagstaff, Arizona**

6:00 p.m. on December 3, 2013

For the purpose of considering the following:

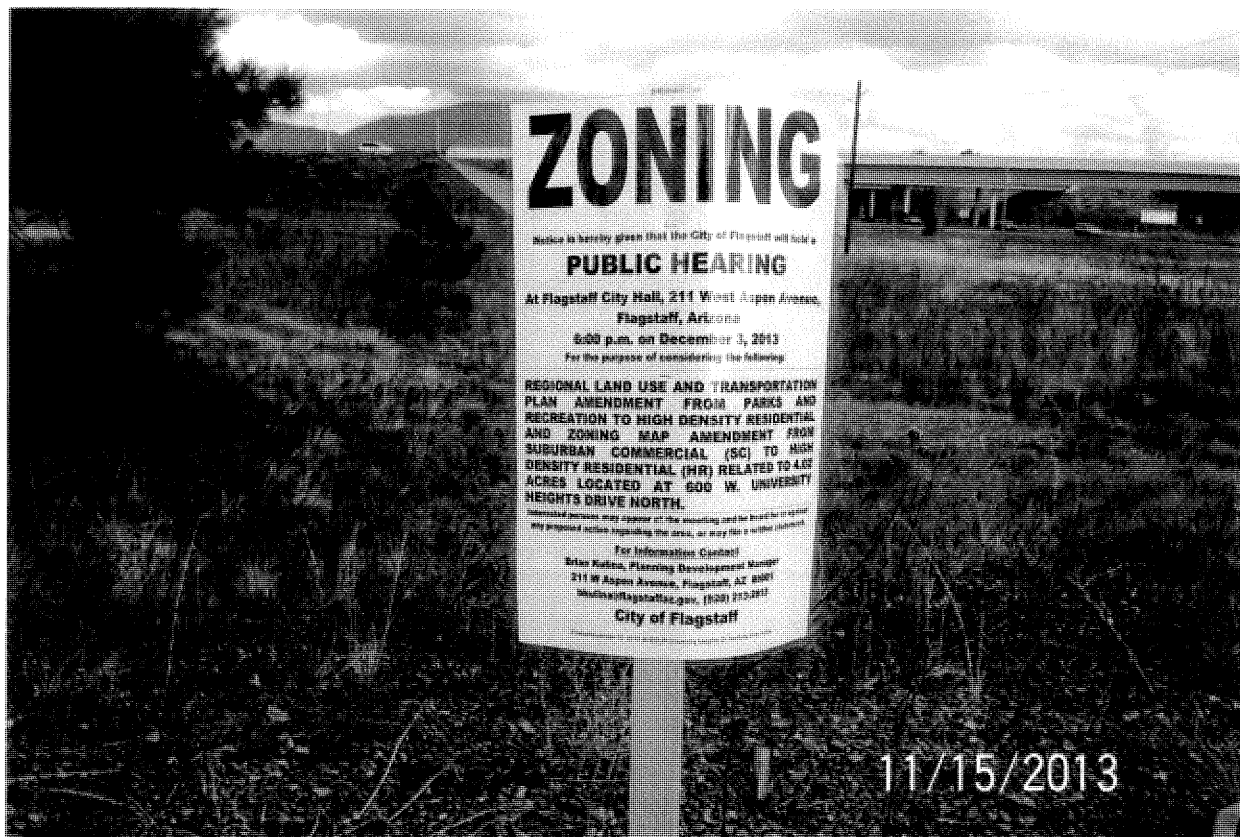
**REGIONAL LAND USE AND TRANSPORTATION
PLAN AMENDMENT FROM PARKS AND
RECREATION TO HIGH DENSITY RESIDENTIAL
AND ZONING MAP AMENDMENT FROM
SUBURBAN COMMERCIAL (SC) TO HIGH
DENSITY RESIDENTIAL (HR) RELATED TO 4.02
ACRES LOCATED AT 600 W. UNIVERSITY
HEIGHTS DRIVE NORTH.**

**Interested persons may appear at the meeting and be heard for or against
any proposed action regarding the area, or may file a written statement.**

For Information Contact

**Brian Kulina, Planning Development Manager
211 W Aspen Avenue, Flagstaff, AZ 86001
bkulina@flagstaffaz.gov, (928) 213-2613**

City of Flagstaff



NOTICE OF PUBLIC HEARINGS

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The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

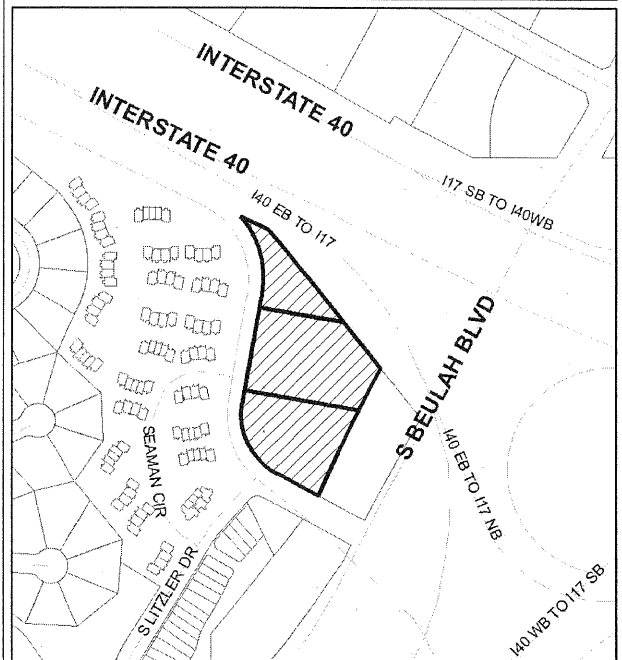
B. General Description of the Affected Area:

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Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from Parks to High Density Residential and Zoning Map Amendment from Suburban Commercial (SC) to High Density Residential (HR)



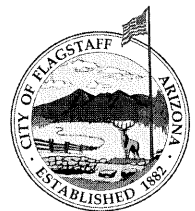
APN: 112-20-013A, 014B, 015B
ACRES: ~4.02



FOR FURTHER INFORMATION CONTACT

Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov



Mail: November 15, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

APN	Name	Address	City/State/Zip	Subdivision
11263095	3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081	ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157	ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190	ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158	ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182	ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165	BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093	BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067	BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059	CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058	CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHIANNON JT	4532 W COMMONWEALTH PL	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079	COLLINS JOSHUA DOUGLAS	3200 LITZLER DR 10-140	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105	COOPER FRANK L & WINNIE L CPWROS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098	DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099	DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204	DENHAM KYLE	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187	DERIEUX NICHOLAS A & CORRIEN CPWROS	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094	DONALDSON RACHEL	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159	DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097	EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11257037	EVANS BRYAN M & ELLA M	3264 S LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263102	FINE DEBORAH M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096	FLEMING WILLIAM A & VIOLA	474 PLAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086	GARCIA JESHUA DAVID G	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085	GARN STEVE L & MELANIE PANLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086	GERLAK ROBERT J & JANNA M CPWROS	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170	GINTHER BRYAN D	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205	GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053	GOLDBERG FAMILY TRUST U/A/D 7-12-06	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054	GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104	GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	GREEN LIGHT INVESTMENTS LLC	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263189	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263168	HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRILL R CPWROS	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080	HEAL PROPERTIES LLC	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172	HEITLAND ANN RAE	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207	HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DTD 2/13/02	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075	HISER BOB & DONNETTA	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203	IMAM SYED AHSAN	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083	JACOBS JONATHAN J	3200 LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185	JDS EST III LLC	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073	KELLAR ROBERT PHILIP & MYONG S	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162	KING DAVID	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074	KINNEY KAREN ELIZABETH	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076	LAPENTA ZACHARY T	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175	LEE LANA A	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065	LEE MARGARET M JT ; JANIS ANTHONY JT	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171	LIANG-DEMIIGUEL BERNADETTE	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100	LITZLER LLC	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161	MCDERMOTT/ZICKERMAN LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106	MCDONALD JOSEPH D & RACHAEL L	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160	MCEVEY STEVE & LINDA CPWROS	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
		7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263088		MILLER FAMILY LIVING TRUST DTD 4-27-10	1615 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263101		MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178		MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179		NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071		NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152		NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200		NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154		O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174		ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090		PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173		PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062		RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078		REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	3254 S LITZLER DR	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183		ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153		ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103		ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184		ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077		SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092		SCHRACHTA JOHN C	3200 S LITZLER DR 11-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186		SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166		SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084		SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043		SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202		SMITH MATTHEW V AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107		SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169		SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201		T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191		TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188		TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069		TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063		WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206		WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	3260 S LITZLER DR	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196		WELLS THEODORE	430 EAST ST	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263082		WHITE JANET LEE	3200 S LITZLER DR NO 10-143	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164		WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087		WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192		ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS



MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, October 23, 2013
City of Flagstaff, Council Chambers

CALL TO ORDER

Chairman Carpenter called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: David Carpenter, Chairman; Jim McCarthy; Justin Ramsey; Tina Pfeiffer; Stephen Dorsett, Vice Chairman; Steve Jackson; Paul Moore

CITY STAFF:

Mark Sawyers, Staff Liaison
Brian Kulina, Planning Development Manager
Kimberly Sharp, Comprehensive Planning Manager
Becky Cardiff, Recording Secretary

GENERAL BUSINESS

A. PUBLIC COMMENT

None.

B. APPROVAL OF MINUTES

- 1) Regular meeting of October 9, 2013.

Motion: Move to approve the minutes of the Regular Meeting of October 9, 2013, as submitted

Action: Approve as submitted **Moved by:** Commissioner McCarthy **Seconded by:** Commissioner Jackson. Motion carried unanimously with Commissioner Moore abstaining due to his absence at the meeting.

PUBLIC HEARING

1. Trailside Apartments

Address: 600 W University Heights Drive North
Assessor's Parcel Number: 112-20-013A, 014B, 015B
Property Owner: Chason Development
Applicant: Mogollon Engineering
Application Number: **PGMG 2013-0001**
City Staff: Brian Kulina
Action Sought: Regional Land Use and Transportation Plan Amendment

A Regional Land Use and Transportation Plan amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on the resource protection calculation in conjunction with the Affordable Housing Incentive Policy.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, introduced the Development team for the proposed project and indicated they were available for questions.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Public Comment:

Ms. Berta Glawischnig, resident of The Village of University Heights, expressed concern about traffic, parking and the possibility of the proposed project compromising the viewshed. She indicated she would rather have apartments instead of something like a Wal-Mart.

Motion: Motion to close the public hearing **Moved by:** Chariman Carpenter **Seconded by:** Commissioner McCarthy. Motion carried unanimously.

Discussion was held about the proposed project. Chairman Carpenter expressed his concern about voting on the Regional Plan Amendment before hearing staff's presentation on the rezoning application which follows. He recommended to the Commission to postpone voting on this application until the rezoning application is heard.

2. Trailside Apartments

Address: 600 W University Heights Drive North
Assessor's Parcel Number: 112-20-013A, 014B, 015B
Property Owner: Chason Development
Applicant: Mogollon Engineering
Application Number: **PREZ 2013-0002**
City Staff: Brian Kulina
Action Sought: Zoning Map Amendment

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone . to the High Density Residential (HR) zone.

Mr. Kulina gave a PowerPoint Presentation on the proposed project and answered questions from Commissioners. Discussion was held on access, parking and the allowed reductions.

Kent Hotsenpillar, Mogollon Engineering on behalf of the owner, discussed the parking reduction was given due to the proximity to a bus station and also expressed the owner would like a Development Agreement drafted just as much as the city so he doesn't believe that it should be a condition of the project. He also discussed traffic, access conditions and each building will have rainwater harvesting. Mr. Hotsenpillar also answered questions on flood zone issues.

Motion: Motion to open the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Public Comment: None

Motion: Motion to close the public hearing **Moved by:** Chairman Carpenter **Seconded by:** Vice Chairman Dorsett. Motion carried unanimously.

Discussion was held on the proposed project.

Motion: Motion to forward to City Council for approval application PGMG 2013-0001 , to change the land use designation for approximately 4.02 acres located at 600 W University Heights Drive North from Parks and Recreation to High Density Residential **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Dorsett. Motion carried unanimously.

Motion: Motion to forward to City Council for approval application PREZ 2013-0002, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) zone to the High Density Residential (HR) zone **Moved by:** Carpenter Carpenter **Seconded by:** Commissioner Moore. Motion carried unanimously.

Little America Hotels & Resorts

Address:	2515 E Butler Avenue
Assessor's Parcel Number:	106-09-001, 106-09-002, 106-04-005B, 106-04-009F, 106-10-002, 106-10-001D, 106-10-001C, 106-10-001B, 104-12-004
Property Owner:	Holding Family
Applicant:	Little America Hotels & Resorts, Inc.
Application Number:	PSPR 2013-0013
City Staff:	Kimberly Sharp
Action Sought:	Major Regional Plan Amendment

A Major Regional Plan Amendment request from Design Workshop, Inc. on behalf of the Holding Family, to amend land use designations of approximately 505 acres located at 2515 E Butler Avenue from Planning Reserve Area (PRA) to Regional Commercial, High-Density, Medium Density, and Low Density Residential, and Urban Open Space.

Ms. Sharp gave a brief introduction of the proposed project and then introduced the development team.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PREZ 2013-0002

DATE: **October 15, 2013**
MEETING DATE: **October 23, 2013**
REPORT BY: **Brian Kulina**

REQUEST:

A Zoning Map amendment request from Mogollon Engineering and Surveying, Inc., on behalf of Chason Development, to rezone approximately 4.02 acres located at 600 W University Heights Drive North from Suburban Commercial (SC) to High Density Residential (HDR).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Zoning Map amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Suburban Commercial (SC) zone.

PROPOSED LAND USE:

A 111-unit, multi-family residential apartment complex containing three (3) apartment building, three (3) carriage buildings, and a clubhouse.

NEIGHBORHOOD DEVELOPMENT:

North: Interstate-40 and Woodland Village Shopping Center; Highway Commercial (HC) zone
East: Interstate-17, Circle K, and Table Rock Apartments; Highway Commercial (HC) and High Density Residential (HR) zones
South: Townhomes; High Density Residential (HR) zone
West: Village at University Heights Condominiums; High Density Residential (HR) zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; and shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically

October 23, 2013

suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment to rezone approximately 4.02 acres located at 600 W University Heights Drive North from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone. This amendment would allow the development of a 111 unit multi-family residential apartment complex with 12 affordable housing units set at an average of 80 percent Area Median Income for a period of 30 years. The subject property is currently undeveloped land with some large groupings of ponderosa pine trees. The terrain has a slope gradient of three-and-one-half percent (3.5%) from the north to the south toward Sinclair Wash. For additional information on the reason for the request, site characteristics, and anticipated community benefits, please reference the attached Site Analysis and Reason for Request Narrative.

Land uses north of the subject property, across Interstate-40 along Woodlands Village Boulevard, are predominately commercial and include such amenities as hotels, grocery stores, restaurants, banks, clothing stores, office supply stores, and physical fitness facilities. Land uses to the east of the subject property, across Beulah Boulevard and Interstate-17, are a mixture of commercial and residential development and include a convenience store and an apartment complex. The land uses to the south and west of the subject property, across University Heights Drive North, are comprised of various types of residential development, including single-family, townhouse, and condominiums.

If the Zoning Map amendment request is approved, the next steps in the process will be the filing of an application for Site Plan review followed by Civil Construction Plan submittal and Building Plan submittal. A Development Agreement between the City and Chason Development has been drafted, a copy of which is attached to this report, for the dedication of affordable housing units and must be approved by the City Council via a resolution prior to the second reading of the Zoning Map amendment ordinance. The subject property currently covers three separately identified parcels (APN's 112-20-013A, -014B, and -015B). These parcels must be combined into one parcel prior to building permit submittal.

A Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment request, which is directly related to this application, was recommended for approval by staff on September 9, 2013. Final action on the Regional Plan amendment was taken by the Planning and Zoning Commission prior to the consideration of this application.

Proposed Development Concept Plans

The Applicant, Mogollon Engineering and Surveying, Inc., is requesting a Zoning Map amendment for a 111-unit, multi-family residential apartment complex known as "Trailside Apartments."

General Plan – Flagstaff Area Regional Land Use and Transportation Plan

The Regional Plan identifies the subject property as having a land use designation of Parks and Recreation. A Regional Plan amendment to change the land use designation to High Density Residential has been requested by the Application and was considered prior to the consideration of this application. All substantive Regional Plan issues were addressed in the previous

Regional Plan amendment report. The zoning contemplated by this Zoning Map amendment request is in conformance with the land use designation contemplated in the accompanying Regional Plan amendment request.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the “Zoning Code”) identifies the 4.02 acre subject property as being located in the Suburban Commercial (SC) zone. Multi-family residential uses are allowed within the SC zone as part of a mixed-use development located above or behind permitted non-residential uses or when classified as a Planned Residential Development, which is subject to the issuance of a Conditional Use Permit (Section 10-40.30.040.B of the Zoning Code, Page 40.30-16); however, these development options are limited to a maximum density of 13 dwelling units/acre and a maximum building height of 25 feet. A comparison of the current and proposed zoning can be found under the “Building Form and Density Standards” subsection of this report.

Open Space

Development within the proposed High Density Residential (HR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 4.02 acre (175,111 square feet) site is required to maintain at least 26,267 square feet of open space. The proposed development maintains 49,154 square feet of open space, which is 28% of the lot area. The majority of the open space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with playground equipment and barbeques.

Building Form and Density Standards

Table 1 below compares development standards for the existing SC zone and the proposed HR zone. The maximum permitted building height in the HR zone is 60 feet. The maximum building height proposed is 39 feet, 6 inches for the three (3) apartment buildings, 24 feet, 3 inches for the three (3) carriage buildings, and 23 feet for the clubhouse.

In the HR zone, the maximum density is 22 dwelling units/acre within the Resource Protection Overlay (RPO) zone and 29 dwelling units/acre outside of the RPO zone. The subject property is located within the RPO zone and is proposed to develop at the maximum density permitted. Section 10-30.20.050 of the Zoning Code (Page 30.20-7) allows for the use of a density bonus, which is an increase in residential units over the maximum residential density permitted, when at least 10 percent of the proposed dwelling units are designated affordable. The Developer has agreed, as evidenced by the attached draft Development Agreement, to develop 14 percent of the proposed dwelling units as affordable. In accordance with Table 10-30.20.050.A of the Zoning Code (Page 30.20-8), this provides for a density bonus of 27 percent. The following formula was used in the implementation of the density bonus:

The development has a maximum density of 88 units (22 du/ac x 4.02 ac) and provides 12 units (14 percent) affordable to category 1 households, the density bonus is 23 units (27 percent), calculated as $88 \times .27 = 23$ units.

When the density bonus is added to the maximum permitted density, the subject property is entitled to develop 111 units.

The subject property has two street frontages, Beulah Boulevard and University Heights Drive North, and backs up to Interstate-40 Arizona Department of Transportation (ADOT) right-of-way. The setbacks applied to the development of this site are as follows: 10-foot front setback along University Heights Drive North, 15-foot rear setback along Beulah Boulevard/Sinclair Wash, and 5-foot side setback along Interstate-40 ADOT right-of-way.

Table 1 – Comparison of Development Standards

Standard	Existing Zone (SC)	Proposed Zone (HR)
Acres	4.02	4.02
Total Resource Protection Land (acres)	4.02	4.02
Maximum Building Height (feet)	25	60
Maximum Coverage	0.8 FAR	50%
Building Placement Requirements (Minimum Setbacks):		
Front (feet)	15	10 (second floor and below) 15 (above second floor)
Side (feet)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)	5 (interior lots) 5 (corner lots, interior) 5 (corner lots, exterior)
Rear (feet)	15 (adjacent to residential) 0 (all other uses)	15
Minimum Open Space (%)	15 (when part of mixed-use development or planned residential development)	15
Density Requirements:		
Minimum (du/ac)	0	13
Maximum, Inside RPO (du/ac)	13	22
Maximum, Outside RPO (du/ac)	13	29

Parking

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for a multi-family development is calculated per unit type provided with different parking standards for market rate units and affordable units. The affordable unit parking standard is intended to be used as an affordable housing incentive. As such it is a reduced requirement from the market rate standard. The Developer is not proposing the use of the affordable standard and has instead used the market rate standard to calculate the required parking as follows:

Unit Type	Parking Standard (per unit)	Number of Units Provided	Parking Required
Studio	1.25	9	11.25
1 Bedroom	1.5	54 (includes carriage units)	81
2+ Bedroom	2.0	48	96
Guest Space for Multi-Family Dwelling	0.25 per each 2+ bedroom unit	48	12
Total			200.25

In accordance with Section 10-50.80.060.A.1 of the Zoning Code (Page 50.80-12), a parking reduction up to 10 percent may be approved for any use within one-quarter of a mile of a bus stop. Currently, there is a stop for Route 4 of the Mountain Line service line located approximately one-fifth of a mile from the intersection of University Heights Drive North and Beulah Boulevard. The Developer has proposed to take advantage of this allowed reduction and reduce the required parking by 11 spaces (5.5%). The total on-site parking provided for this development is 189 spaces, which is comprised of 75 garage

spaces, 114 surface spaces, and 7 accessible spaces. A final parking analysis done with the review of a more detailed site plan submittal will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

Design Review

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

Pedestrian and Bicycle Circulation Systems

On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed to on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the adjoining public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which can both be used to access nearby transit stops and other non-residential amenities.

While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 12 bicycle parking spaces, utilizing a rack system, are being provided on-site.

Parking Lots, Driveways, and Service Areas

One hundred fourteen (114) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9).

Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. There are no existing curb cuts along the eastern edge of University Heights Drive North. Three new curb cuts are proposed, two of which are located in alignment with existing driveways/roadways or median breaks. An internal circulation system connects the southernmost curb cut with the northernmost curb cut, which is designed with right in/right out movements only.

The concept plan identifies four residential trash dumpster enclosures located along the main circulation route. Staff will ensure that these enclosures meet city standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards

“Scale” refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development, at three stories, would be one of the tallest structures in the immediate area. Taken in context to other existing structures in the area, this is not out of character. The residential structures immediately adjacent to the proposed development, across University Heights Drive North, are two stories in height and the Interstate-40/Interstate-17 ramp, immediately north of the proposed development, is approximately 20 feet above the grade of the subject property.

During the review of the conceptual site plan, architectural design standards such as building materials, massing, roof form, and scale were applied and approved by staff. Additional information regarding the architectural design of the building can

be found on the elevations (color and line drawing) and building material sample sheet attached to this report. Staff will confirm that any secondary materials and accent colors comprise less than 25 percent of the exterior walls of each elevation during the review of a more detailed site plan submittal.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). With the utilization of an affordable housing incentive, landscaping can be reduced in accordance with Section 10-30.20.040.B.5 of the Zoning Code (Page 30.20-7) by no more than 10 percent. The Developer has proposed to use this incentive to reduce the amount of parking area landscaping required; however, they are still providing parking area landscaping beyond the reduced requirement. A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site is bound on the south and west by University Heights Drive North, on the east by Beulah Boulevard, and on the north by Interstate-40. Access to the site is provided by University Heights Drive North. There are no vehicular connections to Beulah Boulevard or Interstate-40. With the exception of some minor improvements to deteriorated sidewalks along University Heights Drive North, the adjacent roadways and intersection are fully improved with curb, gutter, sidewalk, and signalization.

A Traffic Impact Statement (TIS) was prepared by the Applicant and demonstrated the anticipated traffic volume generated from the proposed development. The Traffic Engineer reviewed the conceptual site plan and TIS and it was determined that the increased traffic volumes did not meet the threshold for a full Traffic Impact Analysis (TIA), which would have analyzed certain off-site locations and provided recommendations of needed mitigation measures.

Water and Wastewater

Existing water mains in the area include a 30-inch transmission main in Beulah Boulevard and a 12-inch public main in University Heights Drive North. Individual water service to each building will be provided by the construction of a new 8-inch water main running through the site and connecting to the main in University Heights Drive North. Existing public sewer mains in the area include an 18-inch gravity transmission main in the City-owned parcel, which runs parallel with Sinclair Wash, and an 8-inch public main in University Heights Drive North. Individual sewer service to each building will be provided by the construction of a new 8-inch sewer main running through the site and connecting to the main in the City-owner parcel.

A Water and Sewer Impact Analysis was not required provided the new 8-inch water main connected to the main in University Heights Drive North to create a looped system. A separate analysis performed by the City determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements, outside of those necessary to complete the on-site systems, are required of this development.

Stormwater

A Drainage Impact Analysis and a Drainage Report were prepared for the proposed development. Stormwater runoff will be detained in a series of four Low Impact Development (LID) basins dispersed throughout the site. Stormwater will also be stored in a series of two underground retention/detention basins located underneath parking areas at the eastern and northeastern edge of the site. All stormwater will eventually be released to Sinclair Wash, which runs parallel with the eastern edge of the site. A portion of the proposed apartment buildings is currently located within the FEMA delineated floodplain for Sinclair Wash. The Applicant has designed the site to elevate the buildings above the floodplain and will be pursuing a Letter of Map Amendment to remove them formally from the FEMA floodplain. The Stormwater Manager reviewed the conceptual site plan and Drainage Impact Analysis report and it was determined that there are no downstream impacts associated with the proposed development.

Parks and Recreation

The closest City-owned park to the subject property is Bow and Arrow Park located approximately three-fifths of a mile away. In order to offset the impact of the additional residents on the current park system, it has been recommended, with the concurrence of the Parks Section and the Developer, that the proposed development should include an on-site playground structure, in addition to any amenities provided within the clubhouse, which would be designed to meet the needs of children ages 5 to 12. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through various amenities provided on-site and offset the impacts generated by the proposed development.

OTHER REQUIREMENTS:

Resources

The subject property is located within the Resource Protection Overlay zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 489 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. This threshold can be reduced with the utilization of an affordable housing incentive. In accordance with Table 10-30.20.040.B of the Zoning Code (Page 30.20-6), forest resource protection thresholds can be reduced by 45 percent when 14 percent of the proposed units are being developed as category 1 affordable.

Using this reduction, the forest resource protection threshold that is applied to this development is 27.5 percent. The NRPP proposed to save 135 forest tree points, which is 27.61 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site.

As of this writing, staff has received one letter, a copy of which is attached to this report, from the Sinclair Springs Townhomes Owners Association, on behalf of the owners of the forty townhomes immediately south of the subject property. The concerns expressed in the letter were parking and building height, as it pertained to maintaining the views of the mountains.

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Section 10-20.30.060 of the Zoning Code (Page 20.30-5) required the Applicant for the proposed Zoning Map amendment to conduct a neighborhood meeting prior to the Planning and Zoning Commission public hearing. In accordance with Section 10-20.30.060.F of the Zoning Code (Page 20.30-7), a "Record of Proceedings" of the neighborhood meeting was created and filed. A copy of the record is identified as the Citizen Participation Report and is attached to this report. The neighborhood meeting was held on Friday, September 6, 2013 at 5:00pm in the meeting room of Flagstaff Fire Station 6. Sixteen people attended the meeting; four representing the Developer, two representing the seller of the subject property; and 10 citizens. Project representatives presented general information about the project, including the entitlements required for development, answered questions, and listened to recommendations. The neighborhood meeting notification, meeting, and record of proceedings were conducted in compliance with the requirements of the Zoning Code.

DISCUSSION:

In accordance with Section 10-40.30.040.A.1 of the Zoning Code (Page 40.30-13), the Suburban Commercial (SC) zone: applies in areas with suburban character that are appropriate for neighborhood commercial uses; allows retail and service establishments that supply commodities or perform services meeting the needs of adjacent residential neighborhoods; and ensures that such commercial zones will be compatible with adjacent non-commercial development. The retail and service needs of the University Heights neighborhood is currently met through the convenience store located approximately 0.2 miles away at the northwest corner of Lake Mary Road and Beverly Avenue as well as the Woodlands Village Shopping Center located approximately 0.3 miles away at the northwest corner of Beulah Boulevard and Woodlands Village Boulevard. Both of these retail/service developments are within easy walking and bicycling distance from the subject property and the adjacent neighborhood. This amount of retail/service uses appears to adequately address the day-to-day needs of the neighborhood. The most logical use to replace the Suburban Commercial (SC) zone is the High Density Residential (HR) zone based on the compatibility of a high density residential development with the surrounding existing residential uses and the City's ability to provide public services to the proposed development as demonstrated in the Public Systems Impact Analysis section of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified in light of the proposed Regional Plan amendment and would recommend in favor of amending the Zoning Map for 4.02 acres from the Suburban Commercial (SC) zone to the High Density Residential (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on September 9, 2013 and as presented to the Planning and Zoning Commission with this amendment request.
2. Prior to building permit submittal, the Property Owner shall combine Coconino County Assessor parcel numbers 112-20-013A, 112-20-014B, and 112-20-015B.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Vicinity Map for Zoning Map Amendment
- Reason for Request Narrative
- Site Analysis
- Public Hearing Legal Advertisements
- Citizen Participation Plan (Included in PGMG2013-0001 Packet)

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- Citizen Comment Letter
- Draft Development Agreement
- Building Colors and Materials Sample Sheet
- Site Plan Packet:
 - Site Plan
 - Unit Plans
 - Building Plans
 - Elevations (Color and B&W Line Drawing)
 - Preliminary Landscape Plan
 - Natural Resource Protection Plan
 - Preliminary Underground Utilities Plan
 - Preliminary Grading and Drainage Plan
 - Electrical Site Lighting Plan
 - Electrical Site Photometric Plan
 - Electrical Site Lighting Cut Sheets



City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 779-7684

PREZ/PGM

Date Received 9/23/13	Application for Zoning Map Amendment and/or Regional Plan Amendment		File Number DEV12-066
Property Owner(s) Chason Development	Title	Phone 716-833-1000	Email
Mailing Address 105 Affinity Lane	City, State, Zip Buffalo NY 14215		
Applicant(s) Magallon Engineering	Title	Phone 214-0214	Email magallon99@aol.com
Mailing Address P.O. Box 1952	City, State, Zip Flagstaff		
Project Representative Steve Goldstein	Title	Phone 480-481-0600	Email sg@amerconrealty.com
Mailing Address 5111 N Scottsdale Rd. Suite 160	City, State, Zip Scottsdale		
Requested Review	<input checked="" type="checkbox"/> Zoning Map Amendment <input checked="" type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued		

Site Address 600 N. University Hts Dr	Parcel Number(s) 112-20-013A, 014B, 015B	Subdivision, Tract & Lot Number University Heights
Existing Zoning District SC	Proposed Zoning District: HR	Existing Regional Plan Land Use Category Parks
Existing Use Vacant	Proposed Use apartments	
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?	

Requested Urban Growth Boundary Change (If Applicable)

HR High Density

State Reason for Request

To Build Apartments

Note:

Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

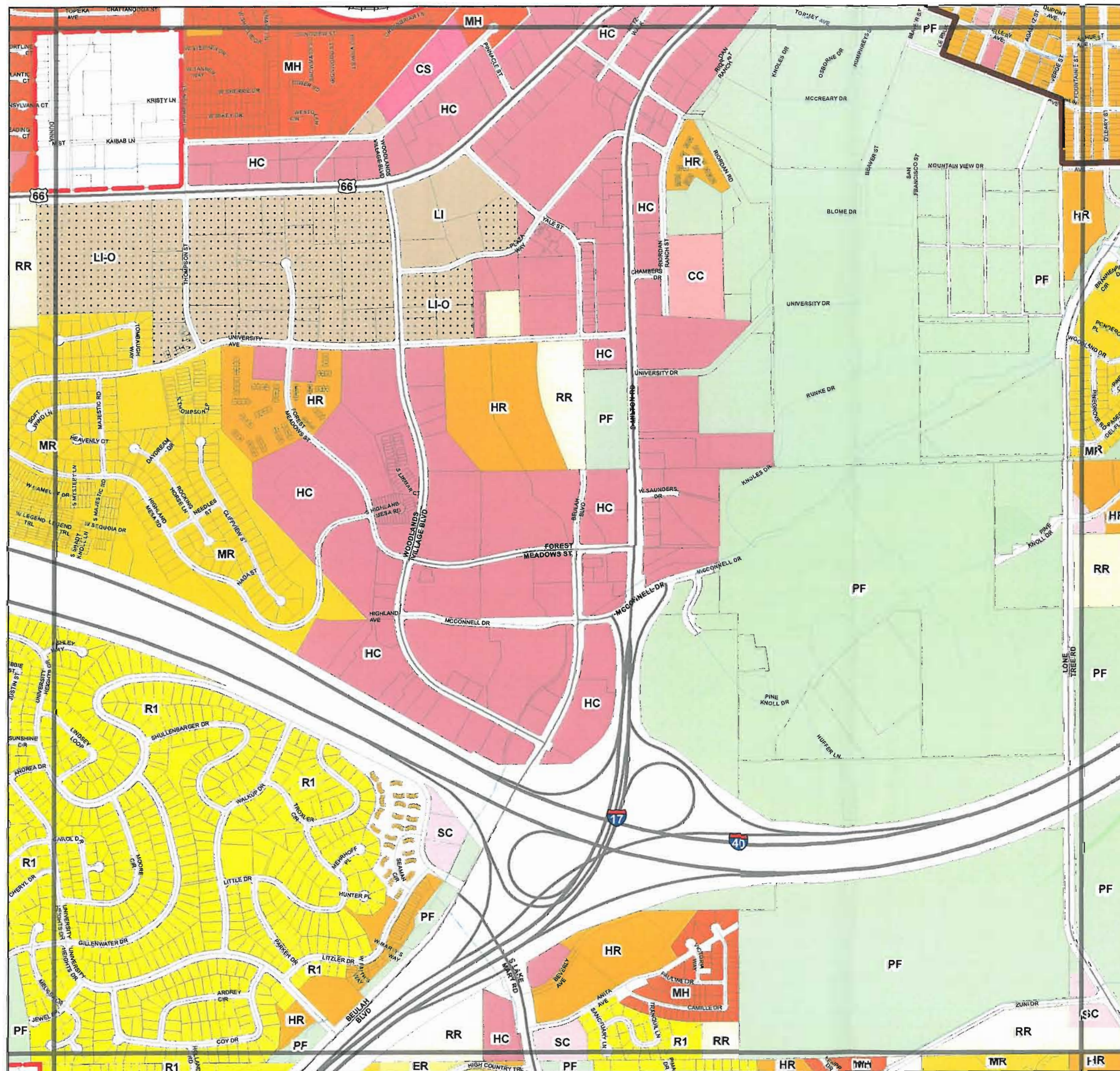
Property Owner Signature(required) [Signature]	Date: 9/23/13	Applicant Signature [Signature]	Date: 9/23/13
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For City Use

Date Filed: 9-24-13	File Number(s): PREZ 2013-002 PGM 2013-0001	Type of Zoning Map Amendment: <input type="checkbox"/> Small-scale <input type="checkbox"/> Medium-scale <input checked="" type="checkbox"/> Large-scale
P & Z Hearing Date: 10/23/13	Publication and Posting Date: 10/14/13	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number: 13-0035517	Amount: \$ 4410.12	Date: 2/12/13

Action by Planning and Zoning Commission:		Action by City Council:			
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved			
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied			
<input type="checkbox"/> Continued		<input type="checkbox"/> Continued			
Staff Assignments	Planning KUCINA	Engineering J. MILLER	Fire M. STREET	Public Works/Utilities DAVIS	Stormwater BROWN

City of Flagstaff Zoning Map 15



Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

Industrial Zones:

- Business Park (BP)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

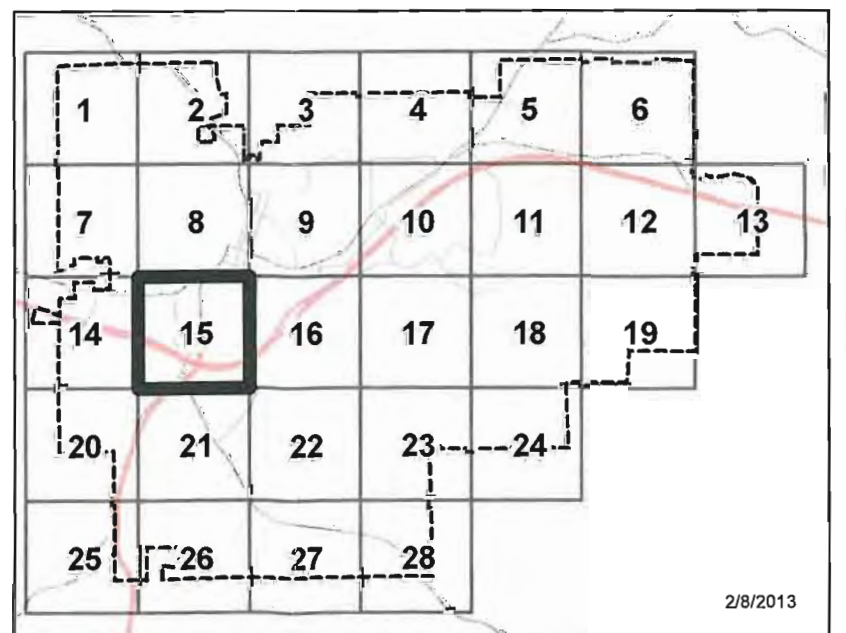
- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



0 500 1,000 1,500 2,000 Feet



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.



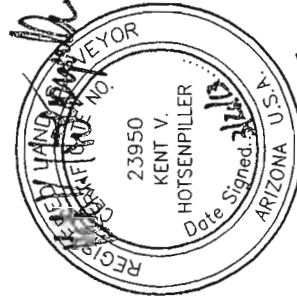
REZONING VICINITY

MAP

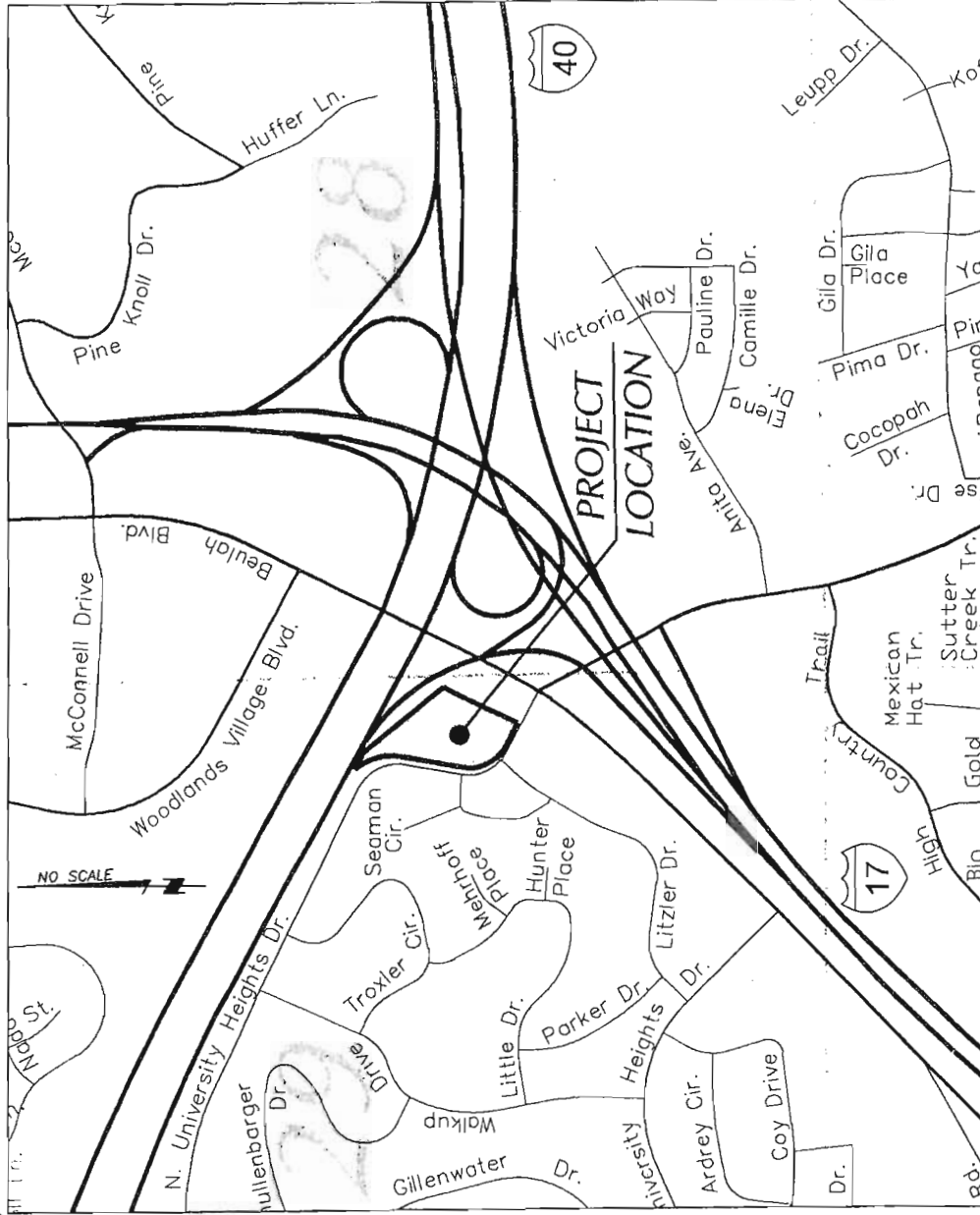
FOR

TRAILSIDE APARTMENTS

PORIONS OF UNIVERSITY HEIGHTS "COMMERCIAL AREA" AS SHOWN ON CASE 2 MAP 276 AND PORTIONS OF LOTS 2, 3, & 4 AS SHOWN ON CASE 2 MAP 334, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Expires on 3/31/15



Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1462, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

HORIZONTAL SCALE:

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12965

DATE: 3/20/13

VICINITY MAP
TRAILSIDE APARTMENTS
REZONING

Application for Zoning Map Amendment and Regional Plan Amendment

Trailside MAR LLC

Page 2, Paragraph Number 3

3. An applicant must state the reason for request and provide a summary of community benefits to be gained if it is approved. An analysis of the General Plan must be included with an explanation of how the requested amendment is supported by the General Plan.

3.1 Reason for Request:

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial and the Regional Plan designation is “Parks.” The applicant seeks a rezoning to HR, High Density Residential, and an amendment of the Regional Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing.

3.2 Summary of Community Benefits:

The community benefits to be gained, if this application for a zoning map amendment for the Property is approved, include the following:

- Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;
- Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the RLUTP's policies;
- Promotion of the goals of neighborhood livability and walkability by providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;
- Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;
- Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.

3.3 Analysis of how the Requested Amendment is Supported by the General Plan:

The requested amendment is for a change in the zoning designation from Suburban Commercial (“SC”) to High Density Residential (“HR”). Under the Regional Land Use and Transportation Plan (“RLUTP”), the present designation for the area in which the Property is located is “Parks,” although it is privately owned. This category is affected by funding resources, development patterns, existing development and deficiencies within a given area.

Application for Zoning Map Amendment and Regional Plan Amendment

Trailside MAR LLC

According to Brian Grube, the Interim Director of the Recreation Division, the Property:

“does not meet the geographic location for a west side park as identified in the [new Parks and Recreation Master] plan, which was north of I-40. It also does not meet the minimum size recommendation of 8 acres or greater. There are no funds currently available for purchase of that property.”

It should be noted that the present zoning of Suburban Commercial is also not compatible with the RLUTP designation of Parks.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north by State land and on the east by City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present RLUTP of:

- Placing development close to public transit; providing access for pedestrians and bicyclists;
- Applying design guidelines that take into consideration the natural and built environment of Flagstaff;
- Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;
- Providing affordable housing; and
- Emphasizing infill development which helps increase housing availability in existing residential areas.

Trailside Apartments – Site Analysis

Site Plan Analysis as required in Site Planning Design Standards (see section 10-30.60.030)

An extensive site plan analysis has been performed by L.R. Niemiec Architects, Mogollon Engineering, and the developer. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing residential development were considered. However the application of the Zoning Code, Engineering Standards and stormwater requirements must be met as well. These regulations dictate the building orientation and location, access points, stormwater outlets, LID, parking aisle and parking space configuration and grades, utility easement widths, utility locations, resource protection standards, trash enclosure locations and grades, open space, bufferyards, lighting, site amenities, setbacks, floodplains, design review guidelines, landscaping, and more. All of the above regulations and site characteristics along with marketability, costs, and unit characteristics have been analyzed in whole and the results of this extensive analysis are the Site Plan and supporting information that has been submitted to the City.



be with the Lord Wednesday, October 2, 2013, in her home in Flagstaff, Arizona. Dora was born February 8, 1954 to Cecilia Segura and Adrian Alonzo Sr., in San Antonio, Texas.

Dora was the 5th oldest of 8 children. Dora was preceded in death by her parents, 2 older brothers, and 1 younger sister. She is survived by her children, Cecilia Tafoya and Deborah (Zack) Foltz, her siblings Domingo, Survey, Lidia, and Paul. She is also survived by 5 grandchildren, and 3 great-grandchildren, and many nieces and nephews. For the past 24 and a half years Dora worked for W.L. Gore and Associates. She has many friends from Flagstaff and all over the U.S. She loved spending time with family and friends, going to the movies, crocheting, plus she had many other interests.

A memorial service will be held on Saturday, October 5, 2013 at 10:30 a.m. at Life Church, 2587 E. 7th Ave., Flagstaff, Arizona.

Condolences can be sent to 5250 N. Hwy 89 Space # 55, Flagstaff, AZ 86004

He needed to go back, Federal Aviation Administration spokeswoman Laura Brown said.

Instead, he ended up needing to use the eight-lane Capitol Expressway as a runway and successfully navigated a landing through power lines and cars before pulling over into a right-hand turn lane, San Jose police Sgt. Heather Randol said.

"It required some skill on (the pilot's) part," Randol said. "We're just thankful nobody got injured."

area.

In Alabama, safety workers hoisted double red flags at Gulf Shores because of treacherous rip currents ahead of the storm.

In Mississippi, Gov. Phil Bryant declared a state of emergency, urging residents to prepare. State Emergency Management Agency Director Robert Latham said local schools will decide whether to play football games. He said the southern part of the state could have tropical storm-force winds by late Friday.

"I know that Friday night football in the South is a big thing, but I don't think anybody wants to risk a life because of the potential winds," Latham said.

Louisiana Gov. Bobby Jindal also declared a state of emergency, citing the possibility of high winds, heavy rain and tides. Florida Gov. Rick Scott also declared an emergency for 18 counties.

The Army Corps of Engineers said it was closing a structure intended to keep storm surge out of the Inner Harbor Navigation Canal in Louisiana — known

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NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on October 23, 2013, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

A. Explanation of Matters to be Considered:

A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

B. General Description of the Affected Area:

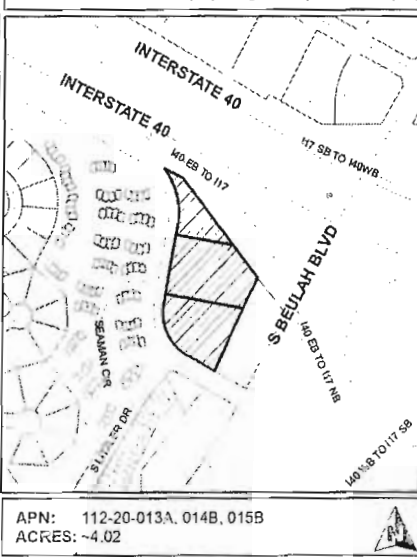
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from
Parks to High Density Residential and Zoning Map Amendment
from Suburban Commercial (SC) to High Density Residential (HR)



FOR FURTHER INFORMATION CONTACT

Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2613
bkulina@flagstaffaz.gov

Publish: October 4, 2013



ELWYN GUS P

Elwyn Gus Palmer, 94, entered into his eternal reward on Saturday, September 28, 2013.

Gus was born in Taylor, Arizona, on March 23rd, 1919. His parents are Arthur and Evaline Augusta Gibbons Palmer. He was the 6th child of 11 children. He lived in Taylor until his Sophomore year of high school, when his family moved to Holbrook. Gus married his high school sweetheart, Ruth Westover, on June 26, 1939. They began their life together in Winslow, where he worked for the railroad. In 1944 they moved to Flagstaff where he had a dairy business, and later spent 20 years working at the Navajo Army Depot. In 2010, the Palmers moved to Thatcher, Arizona, where the air was easier to breathe.

Gus Palmer's life was a life of service. Throughout his life he has blessed others through his selfless acts of kindness and love. He was always one of the first to help put the roof on the home someone in need; to visit those who needed a lift; or to help loved ones move across the country. He spent years of service working with branches and wards of the Church of Jesus Christ of Latter-day Saints in Flagstaff and Cameron. He also spent years and years volunteering to help in the Church athletic programs. After retirement, Gus and Ruth went on two missions for their Church — one at the Oakland Temple Visitor's Center,

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Public Hearing Notice – Posting



NOTICE OF PUBLIC HEARINGS

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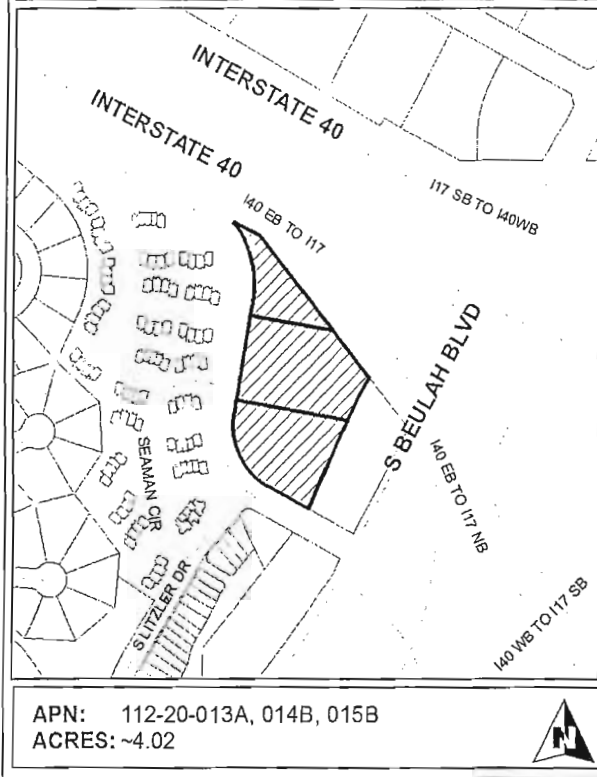
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PROPOSED REGIONAL PLAN AMENDMENT and REZONE
Regional Land Use and Transportation Plan Amendment from
Parks to High Density Residential and Zoning Map Amendment
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FOR FURTHER INFORMATION CONTACT

Brian Kulina
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2613
bkulina@flagstaffaz.gov



Mail: October 4, 2013

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263095	3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081	ACTION WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157	ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190	ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158	ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182	ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165	BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093	BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067	BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059	CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220012B	3101 S BEULAH BLVD	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058	CITY OF FLAGSTAFF	4532 W COMMONWEALTH PL	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263079	CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHANNON JT	3200 LITZLER DR 10-140	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105	COLLINS JOSHUA DOUGLAS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105	COOPER FRANK L & WINNIE L CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098	DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099	DEDMON ERIC JT ; KRYSTLE FREEMAN JT	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204	DENHAM KYLE	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187	DERIEUX NICHOLAS A & CORRIEN CPWROS	4355 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094	DONALDSON RACHEL	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159	DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097	EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11257037	EVANS BRYAN M & ELA M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263102	FINE DEBORAH M	474 PIAT RD	COLGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096	FLEMING WILLIAM A & VIOLA	1685 W SHELIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086	GARCIA IESHUA DAVID G	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085	GARN STEVE L & MELANIE PANLA	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066	GERLAK ROBERT J & JANNA M CPWROS	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170	GINTHER BRYAN D	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205	GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089	GLOB DEVELOPMENT LLC	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053	GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054	GRASSER PAUL R & ANNE M CPWROS	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104	GREEN LIGHT INVESTMENTS LLC	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11257040	HALBIG COLIN M & MARGUERITE D	2665 N INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263189	HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168	HEAL PROPERTIES LLC	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080	HEITLAND ANN RAE	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172	HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DTD 2/13/02	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207	HISER BOB & DONNETTA	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075	IMAM SYED AHSAN	3200 S LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203	JACOBS JONATHAN J	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083	JDS EST III LLC	10317 WARREN'S WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185	JIBRI LLC	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162	KELLAR ROBERT PHILIP & MYONG S	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074	KINNEY KAREN ELIZABETH	3200 S LITZLER DR NO 9-139	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076	LAPENTA ZACHARY T	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175	LEE LANA A	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065	LEE MARGARET M JT ; JANIS ANTHONY JT	1051 W BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171	LIANG-DEMIGUEL BERNADETTE	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100	LITZLER LLC	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161	MCDERMOTT/ZICKERMAN LLC	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106	MCDONALD JOSEPH D & RACHAEL L	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263160	MCVEY STEVE & LINDA CPWROS	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263088	MILLER FAMILY LIVING TRUST DTD 4-27-10	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

Trailside Project - 600 - 800 W. University Heights Drive
List of Property Owners within in 300 Feet

11263101	MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178	MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179	NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071	NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152	NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200	NEALE REGINA & VINCENT G JT	23 RUSSEL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154	O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174	ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090	PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173	PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062	RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078	REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85381	SINCLAIR SPRINGS TOWNHOUSES
11263183	ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153	ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103	ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184	ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072	SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077	SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092	SCHRACHTA JOHN C	3200 S LITZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186	SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166	SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084	SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	SINCLAIR SPRINGS TOWNHOUSES
11257043	SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263202	SMITH MATTHEW Y AKA ; SMITH MATT	1456 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107	SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169	SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201	T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191	TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188	TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069	TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063	WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	WEDEMAYER ROBERT G & PAULA JT	PO BOX 187	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263196	WELLS THEODORE	430 EAST ST	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263082	WHITE JANET LEE	3200 S LITZLER DR NO 10-143	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164	WINECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087	WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192	ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
3254 S LITZLER DR				
3260 S LITZLER DR				

Sinclair Springs
Town homes Owners Association
c/o Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001



October 9, 2013

Mr. Brian Kulina
Planning Development Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Kulina:

The Board of Directors of the Sinclair Springs Townhomes Owners Association has been advised of the City of Flagstaff's Planning and Zoning Commission public hearing to consider a high density apartment development at 600 West University Heights Drive North.

This letter is on behalf of the owners of forty (40) townhomes in University Heights immediately to the south of the proposed development on Litzler Drive. Our concern is the extreme lack of parking in the area. Unless the development will have 1-1/2 parking spaces per bedroom, many people will be cruising the neighborhood trying to park somewhere, especially in the winter months when on-street parking is prohibited.

Also, mountain views from our property will be blocked by a high-rise development. Unless our concerns are mitigated, we are not in favor of the development proceeding forward.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael R. Savoy".

Michael R. Savoy
President
Sinclair Springs Townhomes Owners Association
Board of Directors

When recorded, return to:
City Clerk
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT
Trailside Multi-Family Housing Development

This Development Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2013, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona ("Developer"). City and Developer may be referred to in this Agreement as "Party" in the singular, and "Parties" in the plural.

RECITALS

A. This Agreement is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.05 with regard to the Trailside multi-family housing development (the "Project") within the City of Flagstaff.

B. The Developer is the owner of certain parcels of land depicted and legally described in **Exhibits A, B and C**, copies of which are attached hereto and incorporated by reference in this Agreement (collectively the "Property").

C. The City and the Developer (the "Parties") desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density and intensity of such land uses, setting aside twelve (12) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary plan for the Project (the "Concept Plan"), a copy of which is attached as **Exhibit D**, and incorporated by reference in this Agreement.

D. In order to develop the Property under the Concept Plan, the Developer will be required to seek a rezoning of the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone as well as seek an amendment to the Flagstaff Area Regional Land Use and Transportation Plan (the "General Plan"), changing the classification of the Property from a Parks designation to a High Density Residential designation.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City and the Developer believes that development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

NOW, THEREFORE, in consideration of the mutual covenants entered between and among the Parties, and in consideration of the benefits to accrue to each, the Parties agree as follows:

AGREEMENT

1. **Amendment of the General Plan.** The Developer will submit an application to amend the General Plan for certain parcels of the Property, described in **Exhibits A, B and C**, from a Parks designation to a High Density Residential designation. The City agrees to process said application and, in the event the General Plan amendment application is approved by the City Council, following a public hearing as required by A.R.S. § 9-461.06, the City will amend the General Plan to designate the parcels suitable for development as a high density residential development. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed amendment to the General Plan.
2. **Implementation of Concept Plan through the Rezoning.** The Developer will submit an application to rezone the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone in accordance with the Concept Plan. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed rezoning. The Parties acknowledge that certain stipulations (the "Rezoning Stipulations") are likely to be approved in connection with the rezoning. The purpose of the Rezoning Stipulations is to address, among other things, adequate access and circulation, drainage, wastewater and water infrastructure facilities, resource protection, density, affordable housing, pedestrian circulation, as well as other factors required by the City's codes and ordinances. In the event a conflict exists between the language set forth in one or more of the Rezoning Stipulations and the terms of this Agreement, the rezoning ordinance shall govern. Upon approval of the application to rezone the Property, and upon receipt of engineering and building and safety plans for the Property (the "Plans"), the City agrees to process the Plans in accordance with City codes and regulations. However, in the event the Property is rezoned and the Developer fails to obtain final plat approval or obtain an extension of zoning within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of SC, Suburban Commercial Zone in accordance with A.R.S. § 9-462.01. Upon the City Council's approval of the zoning reversion, this Agreement shall automatically become null and void.
3. **Conditions of Development.** Upon approval of the rezoning contemplated in **Section 2** of this Agreement, the City's Community Development Division shall place a notation on the official zoning maps for the Property to reflect the zoning classification and boundaries approved in the rezoning. These maps may include appropriate indications that the approved zoning is conditional and that the zoning will vest upon the recordation of the final plat.
4. **Modifications to Development Standards.** Development of the Property shall be governed by the City's ordinances, rules, guidelines and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that

Developer shall obtain construction permits for one or more components of the Project described in **Section 6** below within two (2) years following the effective date of this Agreement.

5. Changes to the Rezoning. For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning that may be approved for the Property pursuant to this Agreement except at the request of the owners of the Property for which such zoning change is sought.

6. Project Description. The Project contemplated by this Agreement shall consist of the following components:

- 6.1 Multi-family housing consisting of one hundred (111) rental units;
- 6.2 Affordable housing consisting of twelve (12) rental units;
- 6.3 Forest resources.

7. Site Layout and Design Considerations. In the event the proposed rezoning for the Property is approved by the City Council, the Developer agrees to incorporate the following design elements into the Project:

- 7.1 The site plan reflects building locations for pedestrian connectivity to the existing F.U.T.S. trail, while buffering the neighborhood with lower building heights, and “carriage units” against the I-40 as a sound and visual buffer. The architecture will utilize native materials, colors and roof forms that relate to the locale.

8. Standards. All public works facilities or infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards, unless otherwise provided in this Agreement or as agreed to by the City Engineer in writing.

9. Construction of Public and Private Improvements.

9.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City’s code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. The scope and nature of the on-site and off-site rights-of-way and other infrastructure improvements to be constructed in connection with this Agreement are as follows:

9.1.1

9.2 Developer shall design and install all water and sewer mains and services within the Project per the City of Flagstaff’s Engineering Design and Construction standards and

the Maricopa Association of Government's standards as modified by the City of Flagstaff, except as provided by this Agreement and the City Engineer in writing.

10. **Easements.** [Need text regarding public utility easements.]

11. **Resource and Floodplain Protection.** The Developer and City acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Developer acknowledges and understands that it shall maintain twenty-five percent (25 %) of the existing forest resources in their natural state.

12. **Affordable Housing.** The Developer agrees to construct and rent twelve (12) finished rental units to qualified renters for a period of thirty (30) years. Units of affordable housing shall be dispersed throughout the Project and shall be comparable in construction, quality and exterior design to the market-rate housing units within the Project. The provisions of this **Section 12** shall survive termination of this Agreement.

12.1 Developer shall provide affordable units as follows: seven (7) studios; three (3) one-bedroom apartments; and two (2) two-bedroom apartments.

12.2 The 12 finished affordable rental units shall be rented to qualified tenants who earn no more than eighty percent (80%) of the Flagstaff Area Median Income ("AMI"), as defined annually by the U.S. Department of Housing and Urban Development ("HUD") or its successor.

12.3 The monthly rental payments plus utilities and other charges for such units shall be no more than thirty-three percent (33%) of eighty percent (80%) of AMI.

12.4 Prices of affordable rental units are properly computed;

12.5 Income eligibility of households applying for affordable rental housing is properly and reliably determined;

12.6 Developer shall file an annual report with the City of Flagstaff, in a form specified by the City, certifying compliance with the affordability provisions of this Section and containing such other information as may be reasonably requested in order to ensure affordability.

13. **Incentives.**

In recognition of the Developer's agreement to set aside twelve (12) units for affordable rental housing purposes, the City has approved the following incentives for the Project:

13.1 A density bonus of twenty-three (23) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

- 13.2 A forty-five percent (45%) reduction to the forest resources has been applied in accordance with Zoning Code Section 10-30.20.040(B)(1). The High Density Residential (HR) zone requires fifty percent (50%) forest resource protection. The Affordable Housing incentive is a forty-five percent (45%) reduction, which provides total forest resource protection of twenty-seven and one-half percent (27.5%).
- 13.3 A ten percent (10%) reduction of landscaping has been applied with regard to parking islands in accordance with Zoning Code Section 10-30.20.040(B)(5).

14. Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

To Developer

Trailside MAR LLC

Copy to:

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

15. General Provisions.

15.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

15.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

15.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property or a portion of it and only by a written instrument recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. Any such transfer or assignment shall

not be valid as to the City until written notice has been sent to the City in accordance with **Section 15** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

15.4 Attorneys' Fees and Costs. Subject to **Section 15.17**, Mediation, if legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

15.5 Authority. The person executing this Agreement on behalf of warrant and represent that he has the authority to execute this Agreement on behalf of the Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Party, and that this Agreement is fully binding on such Party.

15.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

15.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

15.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

15.9 Counterparts. This Agreement may be executed by the Parties in three (3) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

15.10 Cooperation. In the event of any action or proceeding brought by a third party, whether private or governmental, challenging the validity of this Agreement or any provision of it, the Parties shall cooperate in defending against such challenge, provided that each Party shall pay its own respective legal expenses and costs associated with such defense. During the entire course of any such proceeding, this Agreement shall remain in full force and effect.

15.11 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance by the Party benefited thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

15.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

15.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall not be changed or added to except in the manner provided in **Section 15.1**. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The Parties acknowledge and agree that this Agreement is to be read and interpreted with the resolution approving the General Plan amendment and the rezoning ordinance.

15.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

15.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal or change of venue to any other court. This **Section 15.16** shall survive termination of this Agreement.

15.17 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions. The parties shall agree upon a mediator, failing which on the application of either party to the Director of the Alternative Dispute Resolution Program ("Director") at the Coconino County Superior Court, a mediator will be appointed promptly by the Director for that purpose. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.18 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

15.19 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and

that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture or similar entity, and that no such partnership, joint venture or similar entity has been created by THE City and the Developer.

15.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the City or the Developer to complete any part or all of the Project.

15.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or a legal representative, successor in interest or assign of such Party shall be entitled to rely on this Agreement or the performance of Developer or the City; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

15.22 Proposition 207 Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. §§ 12-1134 through 12-1138, including any right to compensation for reduction to the fair market value of the Property which is or arises out of the subject matter of this Agreement, whether such reduction in value occurs now or in the future. The terms of this waiver **shall run** with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.

15.23 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

15.24 Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity, including specific performance.

15.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

15.26 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

15.27 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in **Section 15.12** and shall automatically terminate on the tenth (10th) anniversary of such date unless previously terminated.

16.28 Time is of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

16.29 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions or this Agreement shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their authorized representatives.

City of Flagstaff

Trailside MAR LLC

Mayor

By:

Its:

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA)
) ss
County of Coconino)

On this _____ day of _____, 2013, before me, a Notary Public, personally appeared Jerry Nabors, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as the Mayor of Flagstaff, and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public

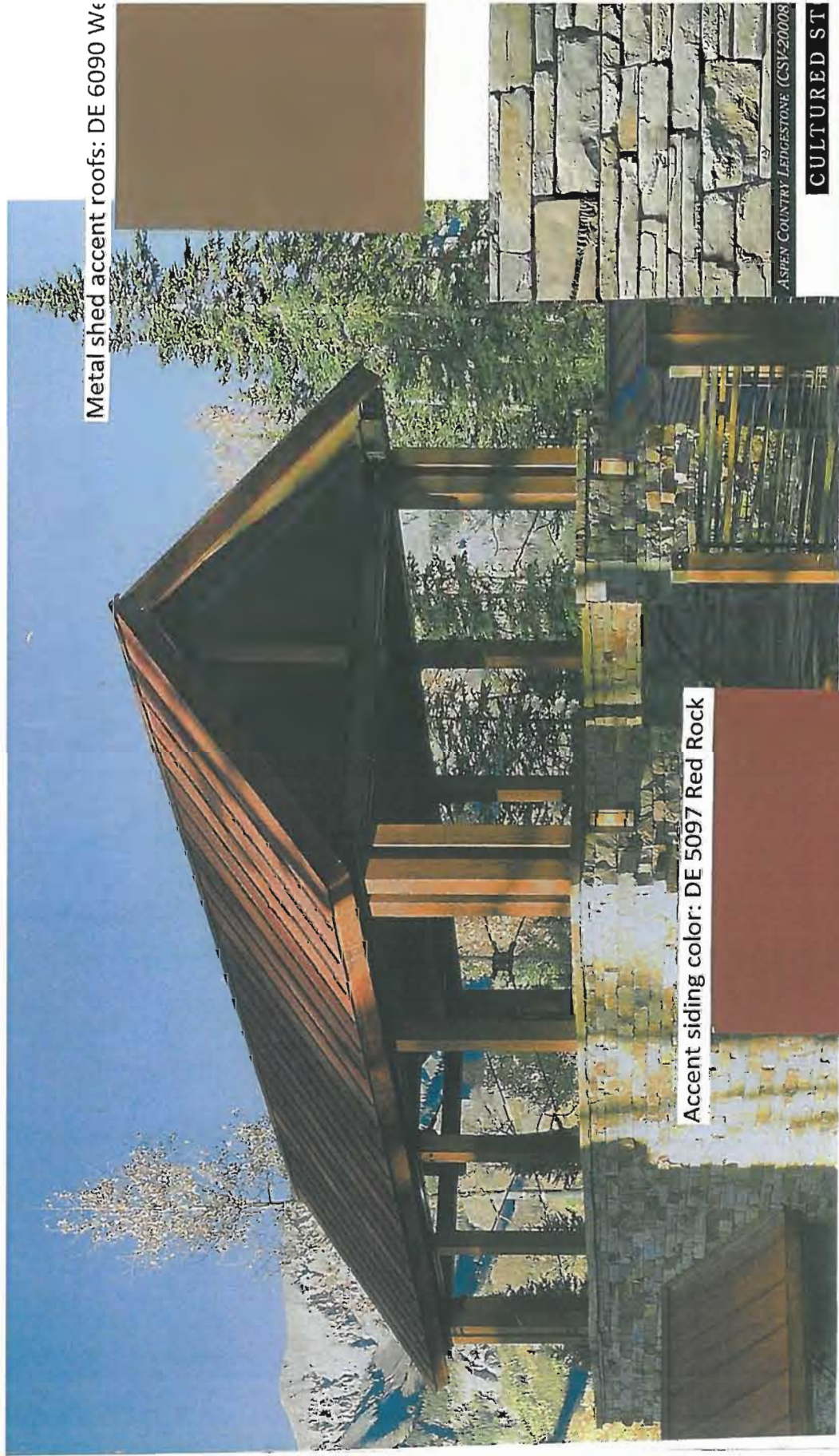
My Commission Expires: _____

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 2013, before me, a Notary Public,
personally appeared _____, known to be and satisfactorily proven
to be the person whose name is subscribed to the foregoing instrument and acknowledged that he
executed the same on behalf of Trailside MAR LLC for the purposes therein contained.

Notary Public

My Commission Expires: _____



Metal shed accent roofs: DE 6090 Western Red

Accent siding color: DE 5097 Red Rock

ASPEN COUNTRY LEIDGESTONE (CSI-20008)

CULTURED STONE

Siding body colors:



DE 6243 Union Springs



DE 6123 Trail Dust

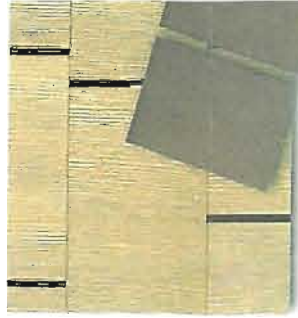


DE 6192 Nomadic Taupe



Metal Guardrail: DE 6090 Western Red

Hardishingle® Siding



Individual Shingles

Hardipanel® Vertical Siding

SPECIFICATIONS

Cedarmill Panels

Thickness

Weight

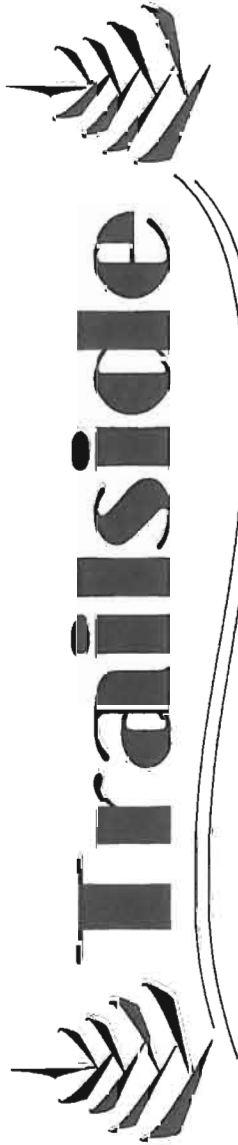
Sizes



Cedarmill®

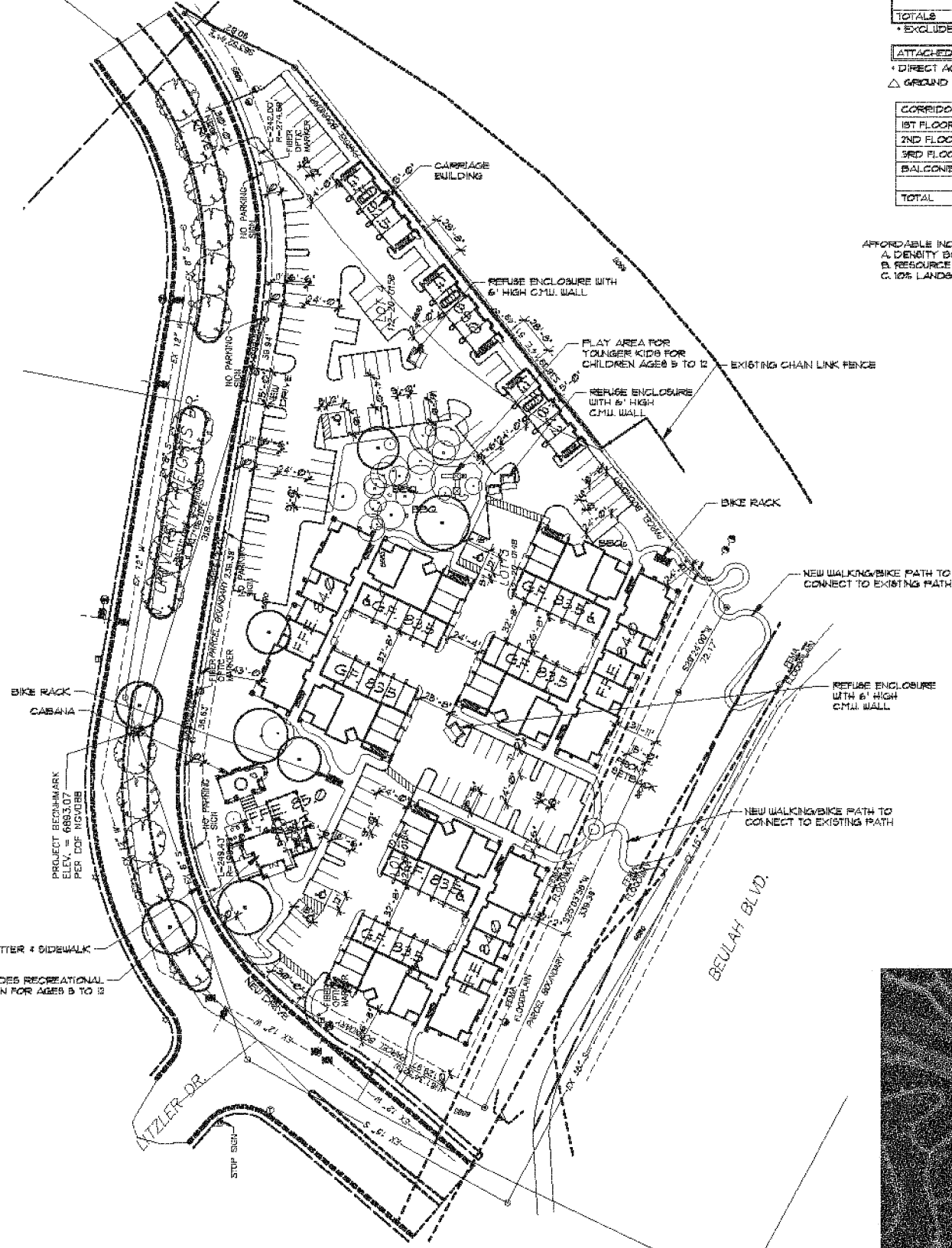
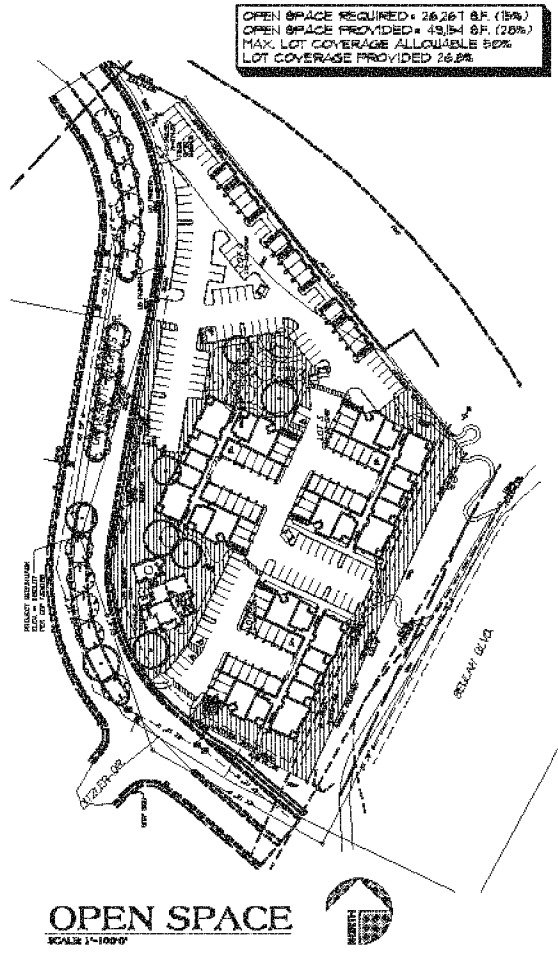


Roof Shingles: Certainteed Shadow Ridge Series: Mountain



Colors and Materials

L.R. Niemiec Architects/Planners
8585 EAST HARTFORD DRIVE
SCOTTSDALE, ARIZONA 85258



SITE PLAN
SCALE: 1"=50'0"



PROJECT OWNER/DEVELOPER
MARK CHASON
CHASON DEVELOPMENT
105 AFFINITY LANE
BUFFALO, NY 14218

PROJECT ARCHITECT
L.R. NIEMIEC
L.R. NIEMIEC ARCHITECTS
9555 E. HARTFORD DRIVE SUITE 115
SCOTTSDALE, AZ 85255

PROJECT DATA (THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE)
PARCEL SIZE: 4.02 +/- NET ACRES
EXISTING ZONING: H-C PROPOSED ZONING: H-R
DENSITY: 27.61 DU/NET ACRE (11) TOTAL UNITS

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY + 3-STORY)					
TYPE	MARKET RATE QUANTITY	AFFORDABLE QUANTITY	%	GROSS	BALCONY S.F.
CARRIAGE (1 BED 1 BATH)	2	1	1	662	1,944
STUDIO	2	1	0	463	4,161
A1 (1 BED 1 BATH)	20	3	20	580	24,444
B1 (2 BED 2 BATH)	26	2	27	938	28,140
B2 (2 BED 2 BATH)	18	1	19	1,166	20,385
TOTALS	68	12	100		85,605
* EXCLUDES BALCONY					

ATTACHED GARAGES: (60) IN 3B-FLEX + (8) IN CARRIAGE BLDG = 78 (62.5%)
* DIRECT ACCESS GARAGE
△ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS S.F.
1ST FLOOR	1,826
2ND FLOOR	1,188
3RD FLOOR	1,188
BALCONIES	6,583
TOTAL	34,365 S.F.

COMMON AREAS	
TYPE	GROSS S.F.
CLUBHOUSE/OFFICE	2,125
CABANA	648
TOTAL COMMON AREAS	2,773

SUMMARY OF TOTAL BUILDINGS	
	GROSS S.F.
APARTMENTS	85,605
GARAGES	18,900
CORRIDORS/BALCONIES	34,365
COMMON AREAS	2,773
TOTALS	141,643 S.F.

AFFORDABLE INCENTIVES PROPOSED:
A. DENSITY BONUS
B. RESOURCE PROTECTION REDUCTION
C. 10% LANDSCAPE STANDARD REDUCTION

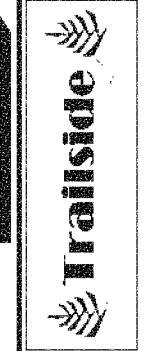
APN 12-20-013A
APN 12-20-014B
APN 12-20-015C

PARKING CALCULATIONS	
MARKET RATE PARKING:	
CARRIAGE: (10) x (15) = 150	
STUDIO: (30) x (15) = 450	
A1: (42) x (15) = 630	
B1: (30) x (25) = 750	
B2: (18) x (25) = 450	
REQUIRED = 2000 SPACES	
TOTAL REQUIRED = 2000 SPACES	
TOTAL PARKING PROVIDED = 109 SPACES	
(BUS SERVICE AREA IS ALLOWED A REDUCTION OF 5% USE 55% REDUCTION OR 11 PARKING SPACES) 200 SPACES - 11 SPACES = 189 SPACES	
PARKING PROVIDED:	
78 GARAGE + 114 SURFACE = 192 SPACES/11 UNITS = 170 SPACES PER UNIT (1 OF THE PARKING SPACES SHALL BE ACCESSIBLE)	

INDICATES BIKE RACK
EACH SPACE = 5'x2'
(BIKE PARKING REQ. 189x25=3.45)
(12) PROVIDED ON SURFACE

NOTE:
AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A' UNIT.
THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for the accuracy of the information provided by the contractor. The architect is not responsible for the accuracy of the information provided by the contractor. The architect is not responsible for the accuracy of the information provided by the contractor.

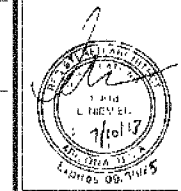


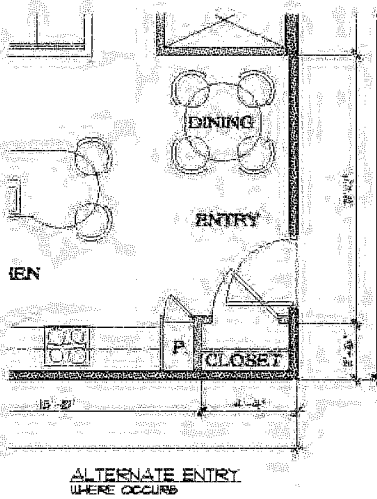
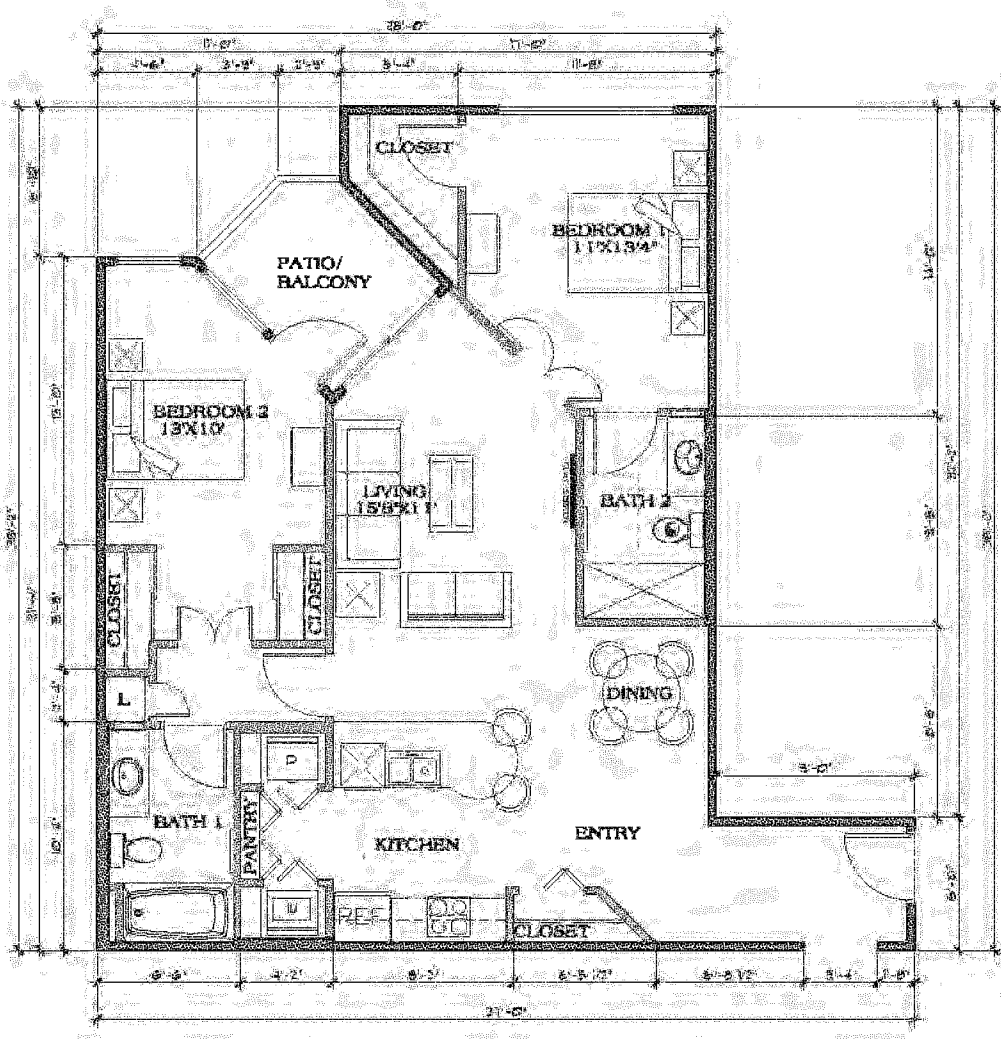
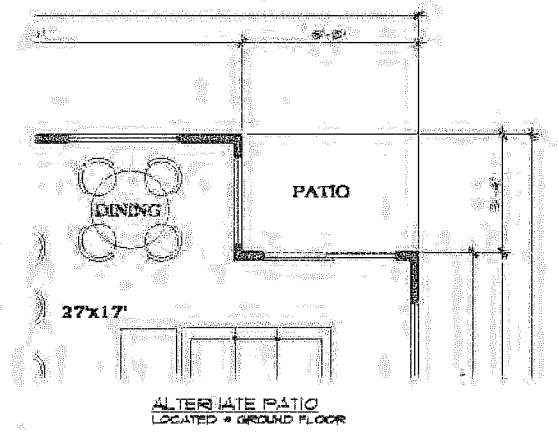
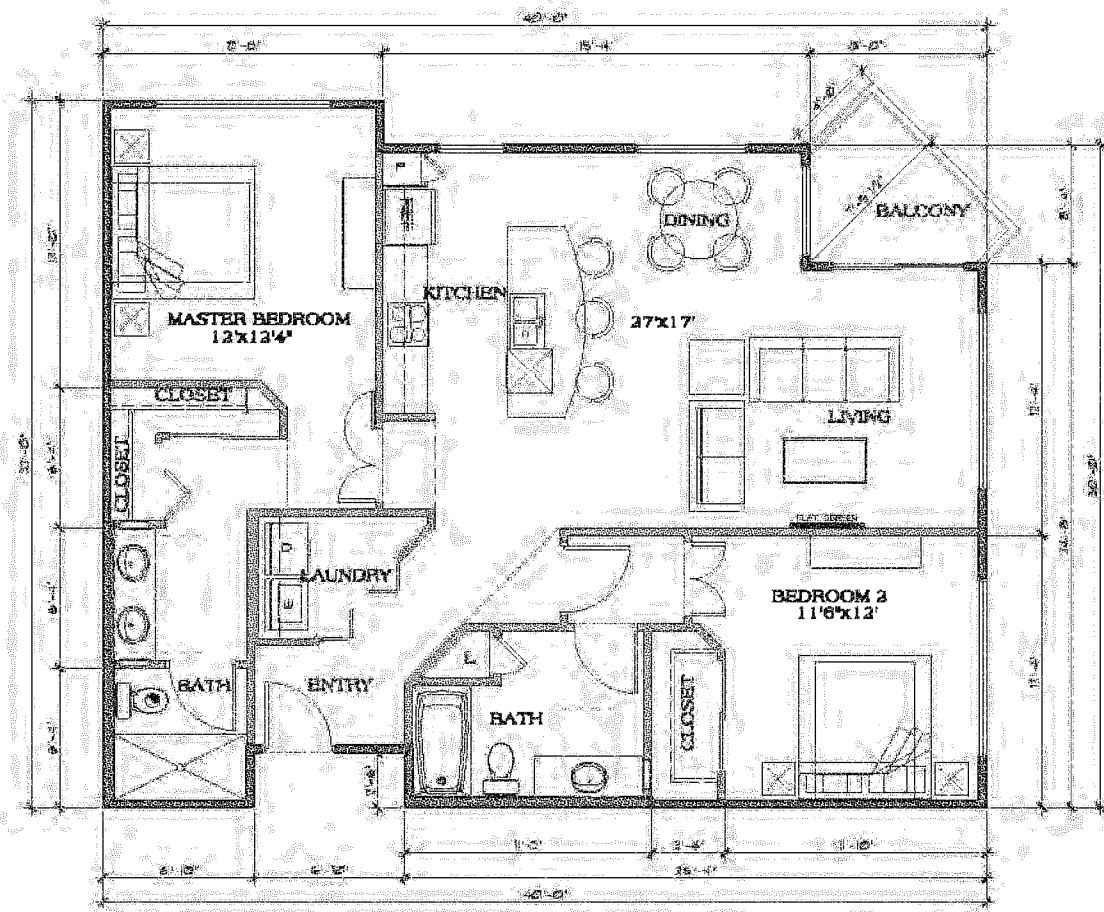
PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ.

Site Plan
Scale: 1" = 50'0"

AS-1

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Landscape

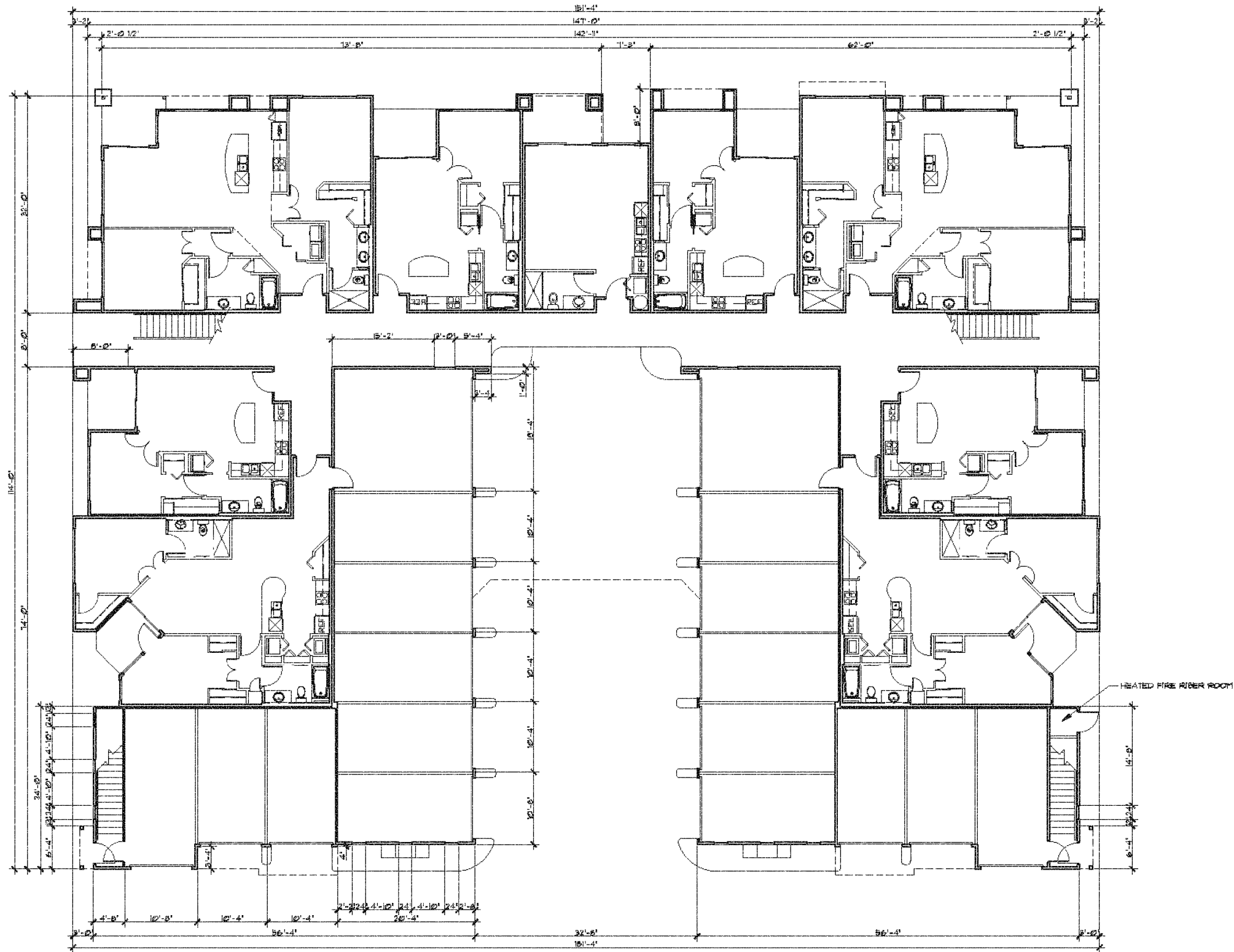
PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Unit Plans
Scale: 1/4" = 1'-0"

Flagstaff, AZ.

CONTRACTOR MUST VERIFY ALL DIMENSIONS OF PROJECT BEFORE PROCEEDING WITH THIS PROJECT. THE ARCHITECT'S RESPONSIBILITY IS TO PROVIDE ACCURATE DIMENSIONS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DIMENSIONS AND SPECIFICATIONS OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE PROJECT.

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BUILDING #1 GROUND FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	1
A1	4
B1	2
B2	2
TOTAL THIS FLOOR	8

Contractor must verify all dimensions of project before proceeding with the construction. The architect shall not be responsible for any errors or omissions in the construction documents. The architect shall not be responsible for any errors or omissions in the construction documents. The architect shall not be responsible for any errors or omissions in the construction documents.



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

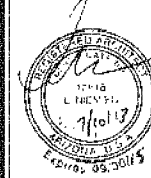
Flagstaff, AZ.

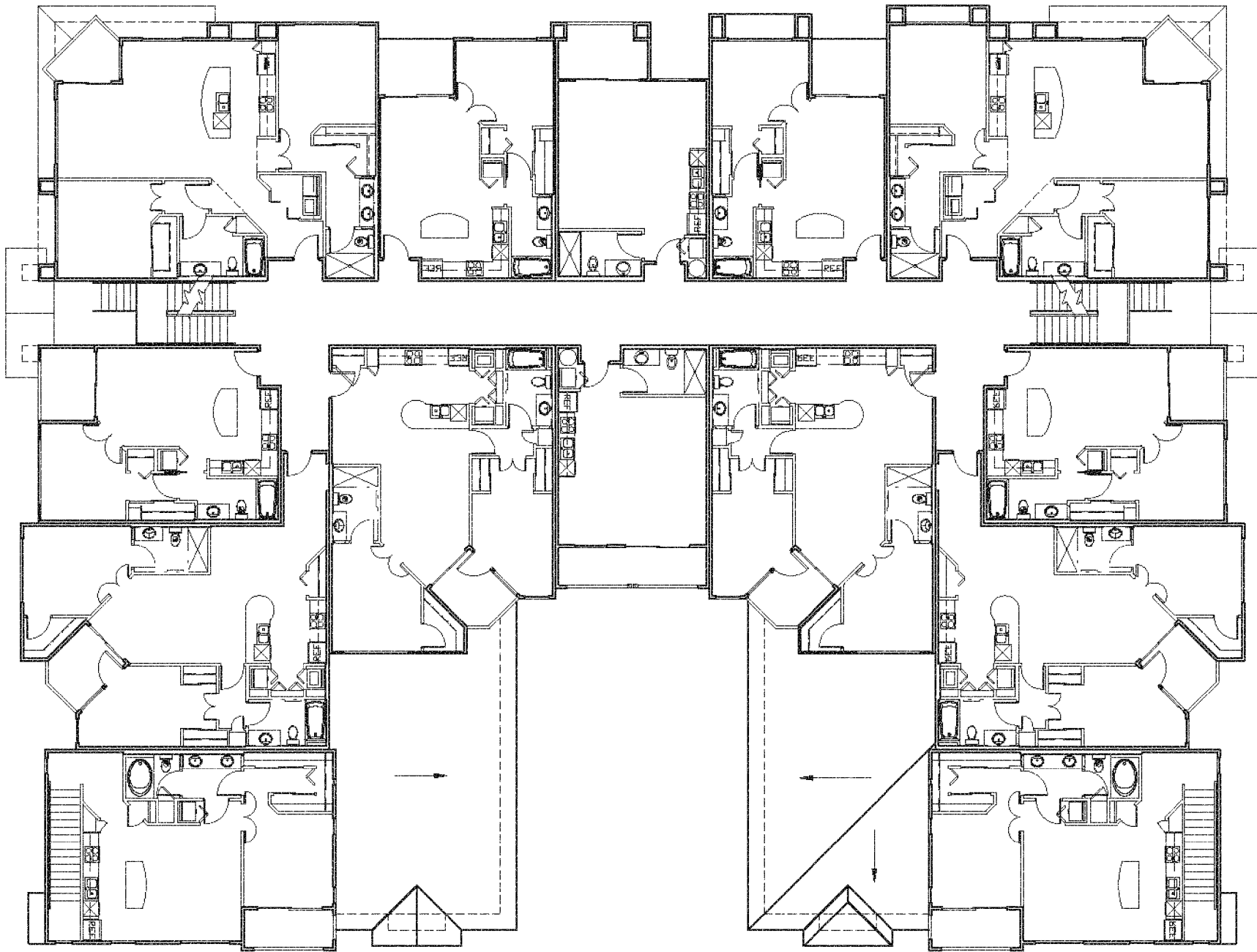
Bldg. Plans
Scale: 1/8" = 1'-0"

DATE: 11-16-2015
BY: L.R. NIEMIEC

A-4

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 BUILDING #1 SECOND FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	2
CARRIAGE	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	14



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

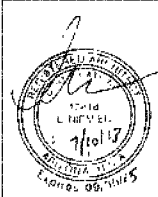
Bldg. Plans
Scale: 1/8" = 1'-0"

DRAWN BY: NO
CHECKED BY: MT
DATE: 1-16-2025
PROJECT NO:

A-5

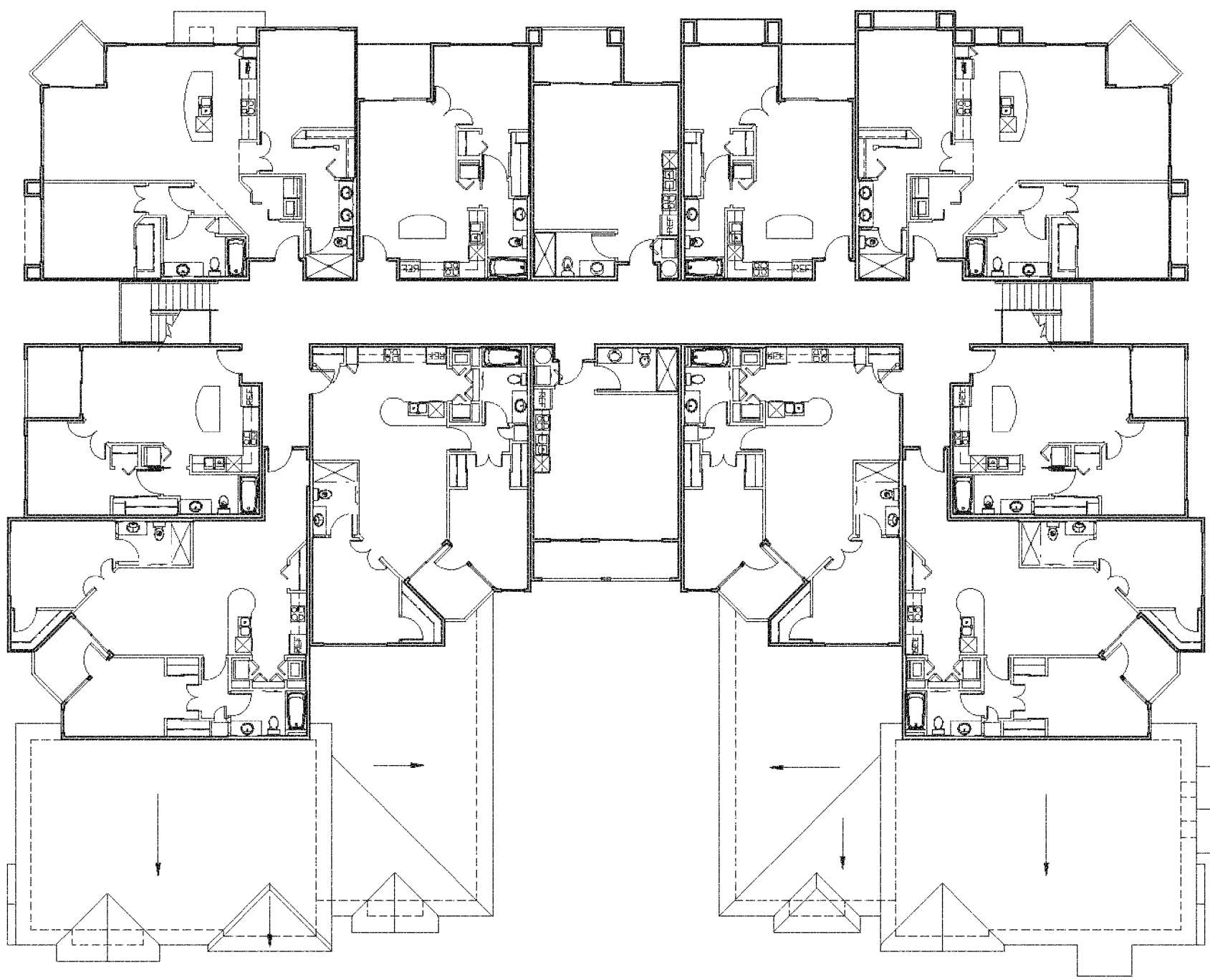
Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect whether the project for which they are made is executed or not. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service for any other projects or additions to this project or for completion of this project by others except by the expressed written permission of the Architect.

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BUILDING #1 THIRD FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	2
A1	2
B1	2
B2	4
TOTAL THIS FLOOR	12



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

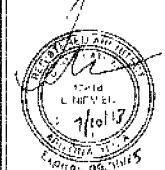
DRAWN BY: JG
CHECKED BY: JG
DATE: 1-16-2025
SHEET NO.

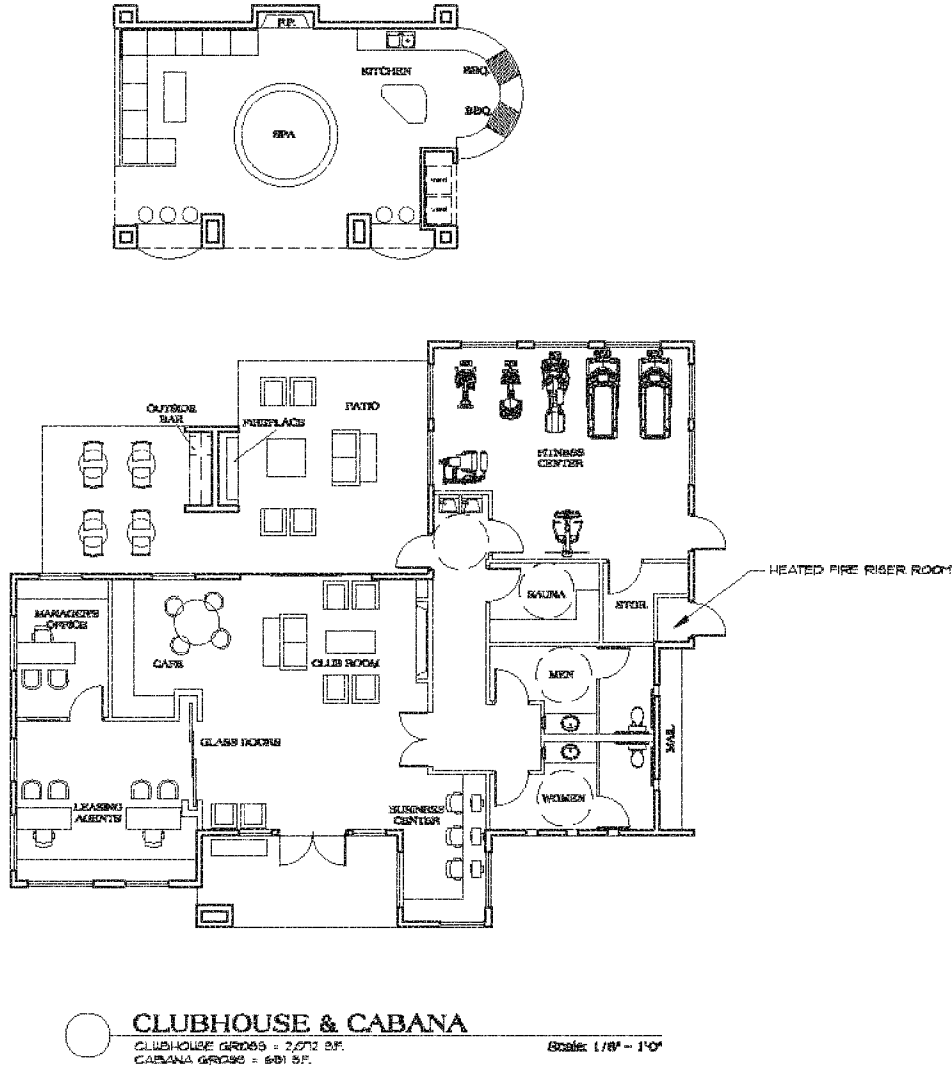
A-6

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PRINTED BY: 00
DATE: 07/10/13
BY: 1-16-2013
4000000000

A-8

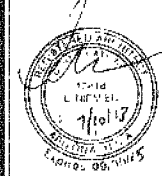
Bldg. Plans
Scale: 1/8" = 1'-0"

PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE



Contractor must verify all dimensions of project before proceeding with the construction. The architect is not responsible for the accuracy of the information provided by the contractor. The architect is not responsible for the accuracy of the information provided by the contractor. The architect is not responsible for the accuracy of the information provided by the contractor.

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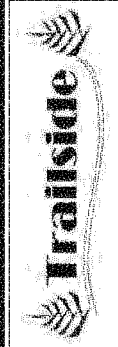




FRONT/STREET ELEVATION
Scale: 3/16" = 1'-0"



LEFT SIDE ELEVATION
Scale: 3/16" = 1'-0"



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

ELEVATIONS
Scale: 3/16" = 1'-0"

Flagstaff, AZ.

Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect whether the project for which they are made is executed or not. The architect is not responsible for any errors or omissions in any other projects for additions to this project or for completion of this project by others except by the expressed written permission of the Architect.

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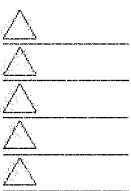




REAR ELEVATION
Scale: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
Scale: 3/16" = 1'-0"



Contractor must verify all dimensions of project before proceeding with this drawing. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect whether the project for which they are made is executed or not. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service or for any other projects, for additions to this project or for completion of this project by others except by the expressed written permission of the Architect.



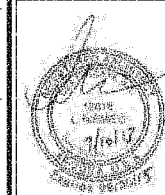
PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ.

ELEVATIONS
Scale: 3/16" = 1'-0"

DATE: 01-08-2025
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"

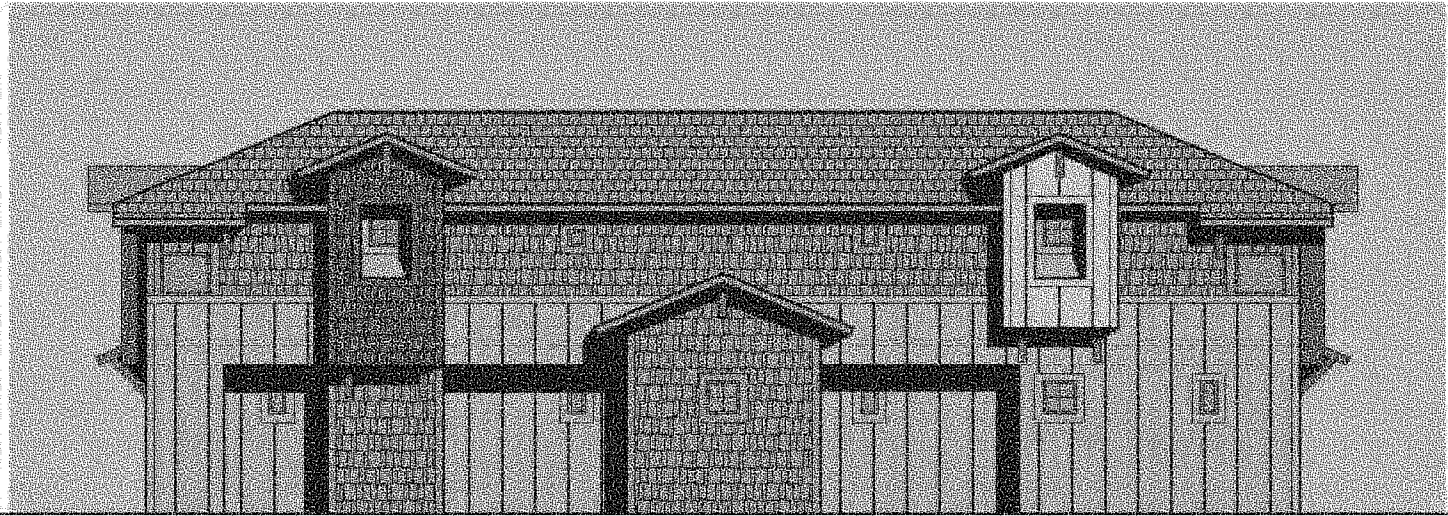
A-10

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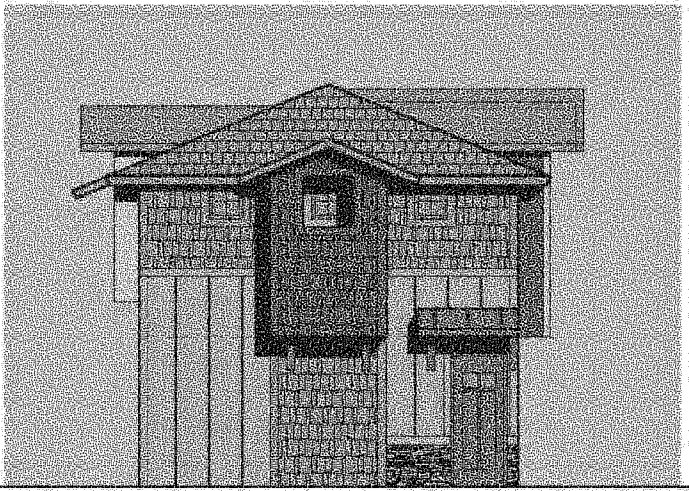




FRONT ELEVATION
Scale: 3/16" = 1'-0"



REAR ELEVATION
Scale: 3/16" = 1'-0"



LEFT SIDE ELEVATION
Scale: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
Scale: 3/16" = 1'-0"



Contractor must verify all dimensions of project before proceeding with this project. All dimensions are given in feet and inches. The drawings are not to be used for any other project without the written permission of the Architect. The drawings are not to be used for any other project without the written permission of the Architect.



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

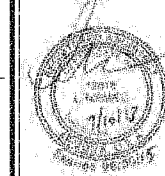
Flagstaff, AZ

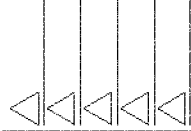
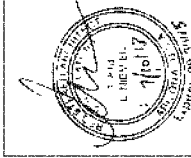
ELEVATIONS
Scale: 3/16" = 1'-0"

DATE: 1-14-2025
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 1-14-2025

A-11

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Contractor must verify all dimensions at project before proceeding with the work. Do not reproduce these drawings & specifications without the approval of the Architect. The drawings are made in accordance with the standards of the American Institute of Architects and are intended for the project for which they are made in accordance with the written permission of the Architect. The drawings are not to be used for any other project, for additions to this project, or for completion of the project by others except by the expressed written permission of the Architect.

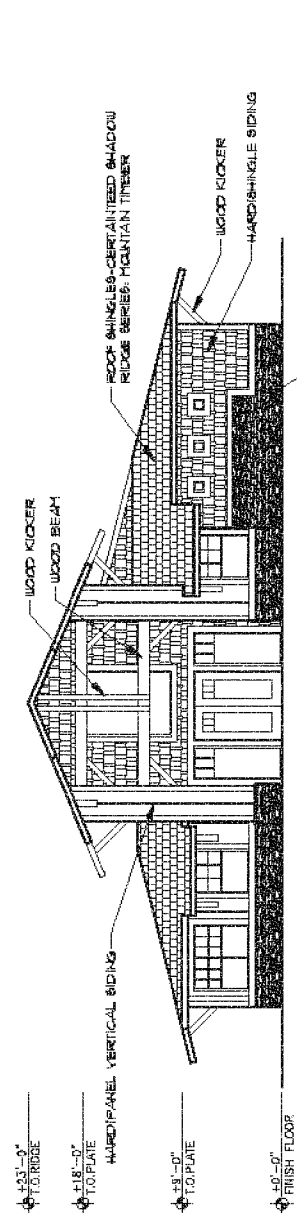
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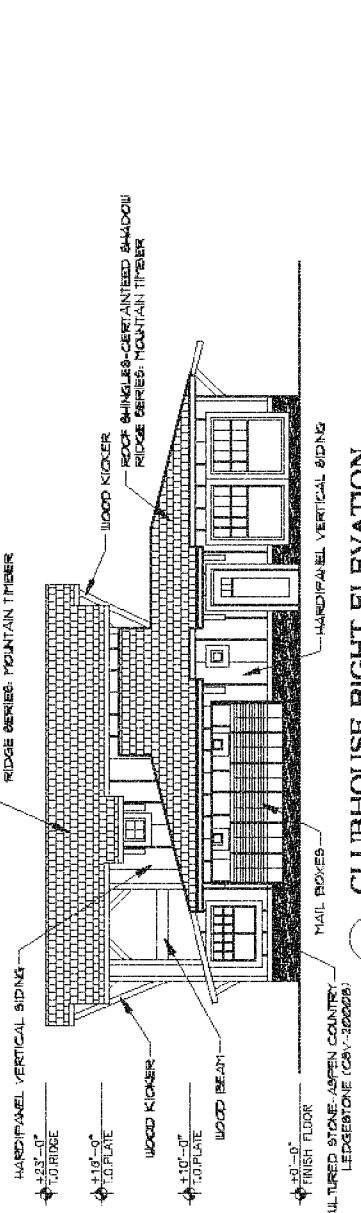
PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ

ELEVATIONS
Scale: 1/8" = 1'-0"

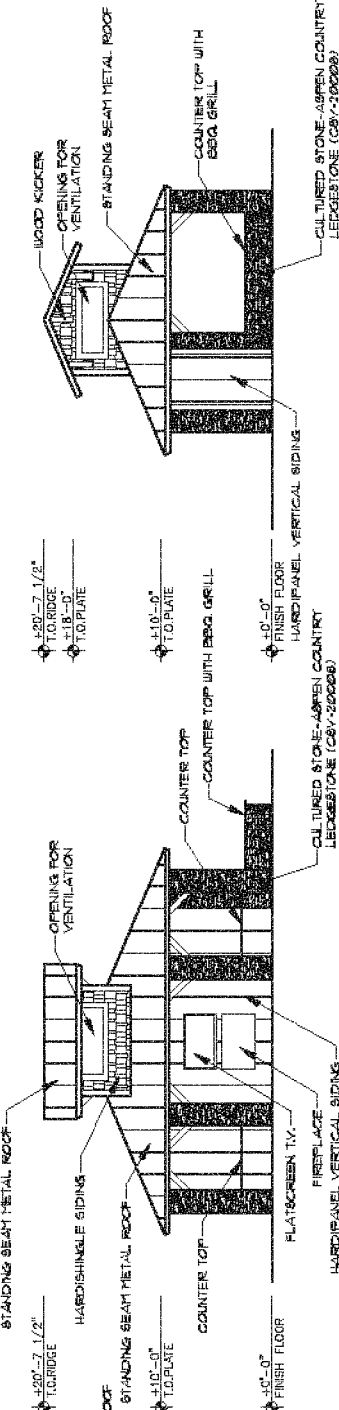
ALL 1.1



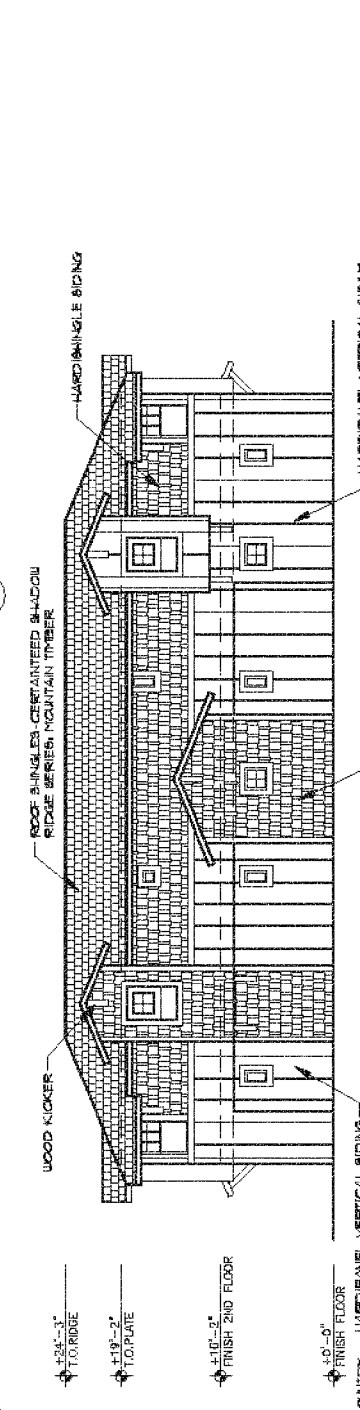
CLUBHOUSE FRONT ELEVATION
Scale: 1/8" = 1'-0"



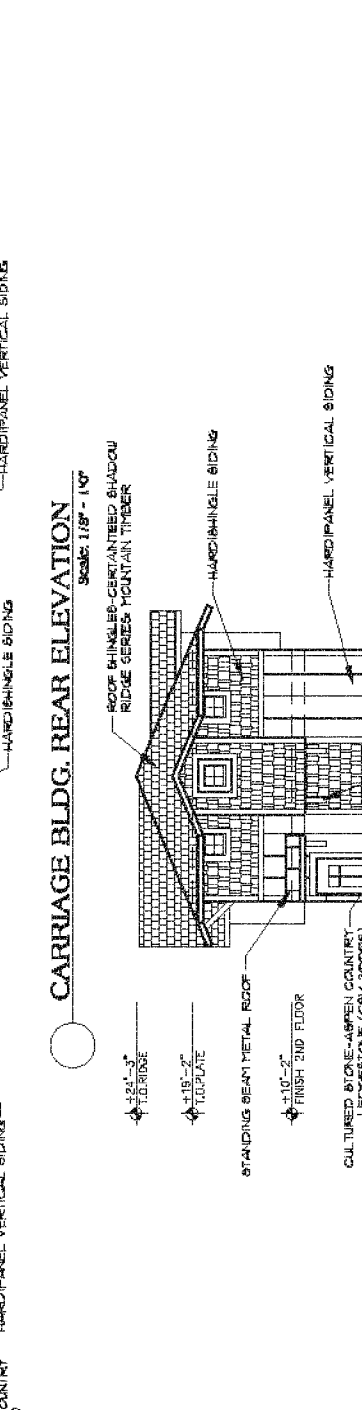
CLUBHOUSE RIGHT ELEVATION
Scale: 1/8" = 1'-0"



CABANA FRONT ELEVATION
Scale: 1/8" = 1'-0"



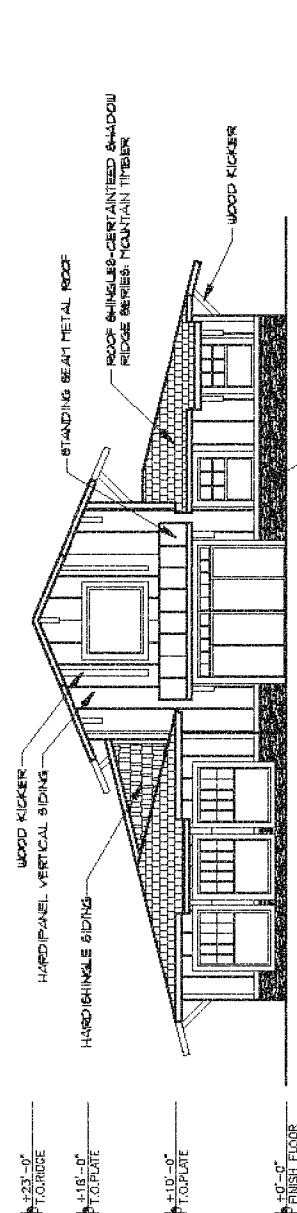
CABANA RIGHT ELEVATION
Scale: 1/8" = 1'-0"



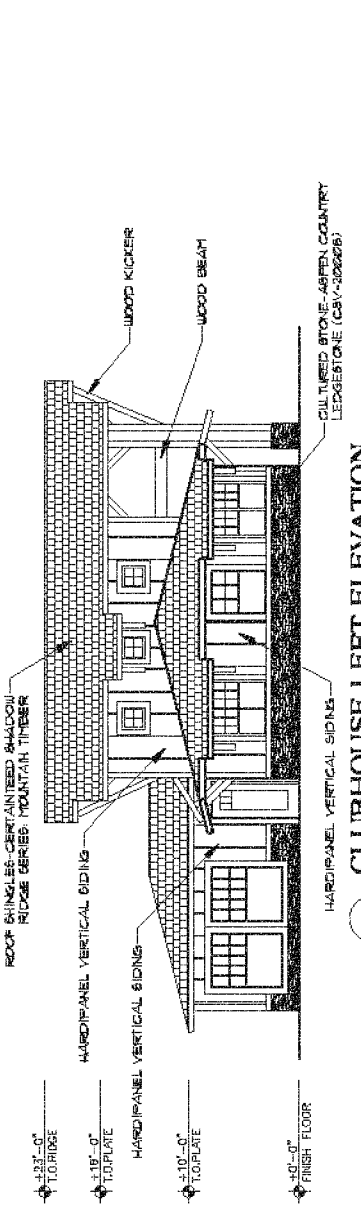
CARRIAGE BLDG. REAR ELEVATION
Scale: 1/8" = 1'-0"



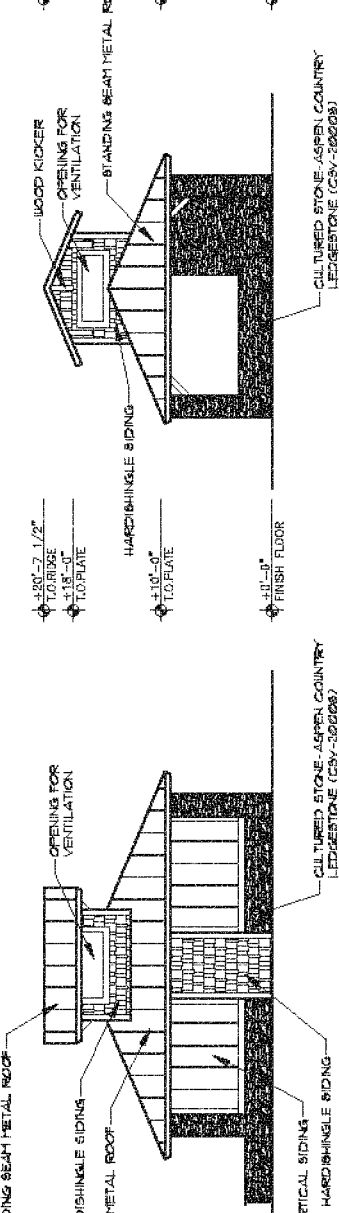
CARRIAGE BLDG. RIGHT ELEVATION
Scale: 1/8" = 1'-0"



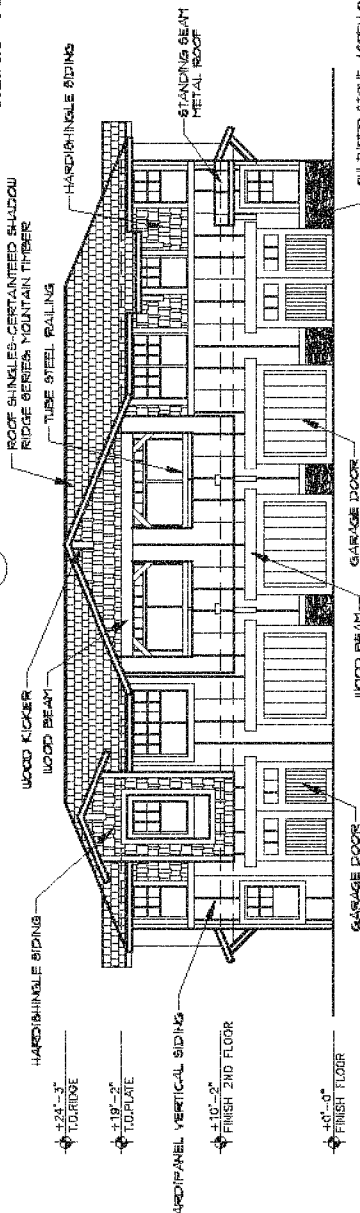
CLUBHOUSE REAR ELEVATION
Scale: 1/8" = 1'-0"



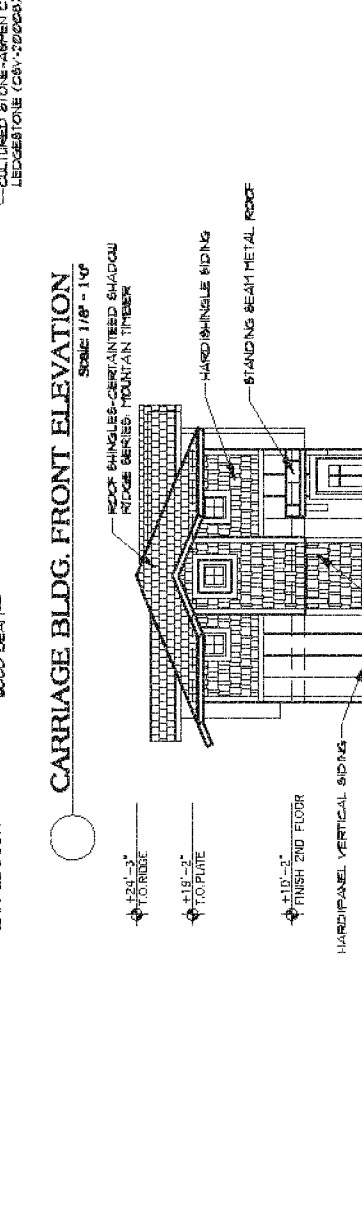
CLUBHOUSE LEFT ELEVATION
Scale: 1/8" = 1'-0"



CABANA LEFT ELEVATION
Scale: 1/8" = 1'-0"



CABANA REAR ELEVATION
Scale: 1/8" = 1'-0"



CARRIAGE BLDG. FRONT ELEVATION
Scale: 1/8" = 1'-0"

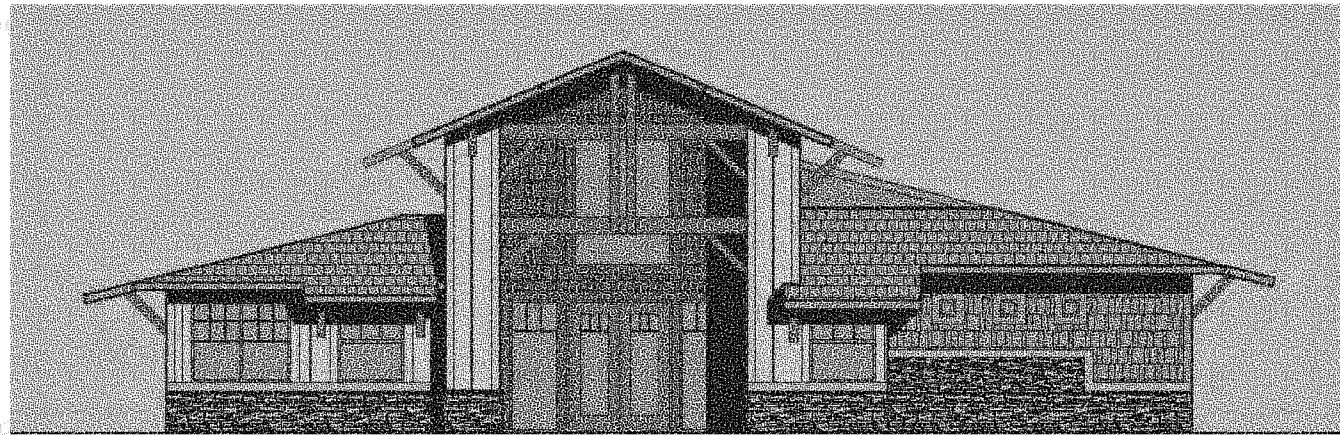


CARRIAGE BLDG. LEFT ELEVATION
Scale: 1/8" = 1'-0"



CLUBHOUSE REAR ELEVATION

Scale: 3/16" = 1'-0"



CLUBHOUSE FRONT ELEVATION

Scale: 3/16" = 1'-0"



CLUBHOUSE LEFT ELEVATION

Scale: 3/16" = 1'-0"



CLUBHOUSE RIGHT ELEVATION

Scale: 3/16" = 1'-0"



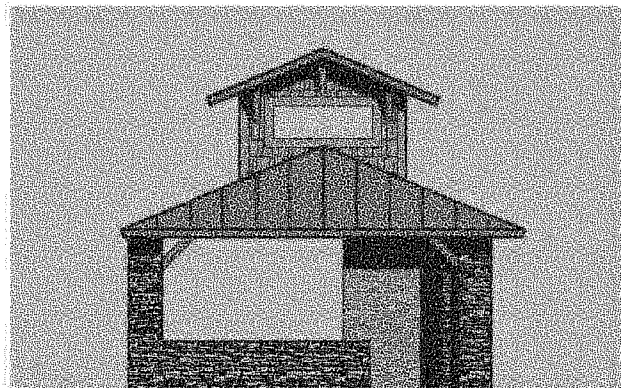
CABANA REAR ELEVATION

Scale: 3/16" = 1'-0"



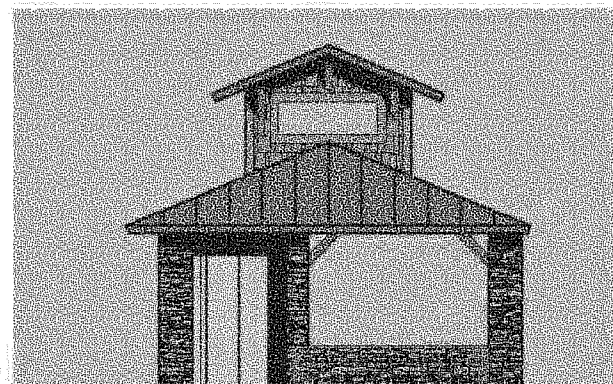
CABANA FRONT ELEVATION

Scale: 3/16" = 1'-0"



CABANA LEFT ELEVATION

Scale: 3/16" = 1'-0"



CABANA RIGHT ELEVATION

Scale: 3/16" = 1'-0"

Contractor must verify all dimensions of project before proceeding with the construction. The architect is not responsible for the construction of the project. The architect is not responsible for the construction of the project. The architect is not responsible for the construction of the project.



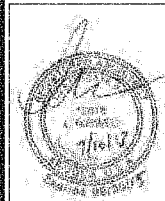
PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ

ELEVATIONS
Scale: 3/16" = 1'-0"

DATE: 1-16-2025
BY: [Signature]

A-12

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SITE PLAN RESOURCE PROTECTION PLAN TRAILSIDE APARTMENTS



- 1 POINT TREE
- 1 POINT TREE SAVE
- 2 POINT TREE
- 2 POINT TREE SAVE
- 4 POINT TREE
- 4 POINT TREE SAVE
- 8 POINT TREE
- 8 POINT TREE SAVE
- 20 POINT TREE
- 20 POINT TREE SAVE

TREE RESOURCE CALCULATIONS

1 POINT TREES 25 TOTAL = 25 POINTS. SAVE 5 = 5 POINTS
2 POINT TREES 28 TOTAL = 56 POINTS. SAVE 7 = 14 POINTS
4 POINT TREES 35 TOTAL = 140 POINTS. SAVE 8 = 32 POINTS
8 POINT TREES 21 TOTAL = 168 POINTS. SAVE 3 = 24 POINTS
20 POINT TREES 5 TOTAL = 100 POINTS. SAVE 9 = 60 POINTS
TOTAL POINTS = 489. TOTAL SAVE POINTS = 135 (27.6%)

WE ZONE REQUIRES 50% TREE RESOURCE PROTECTION
AFFORDABLE HOUSING INCENTIVE IS 45% REDUCTION = 27.5%
TREE RESOURCE PROTECTION

NO SLOPE RESOURCES LOCATED ON SITE

NO RURAL OR URBAN FLOODPLAIN RESOURCES ON SITE

PROJECT INFORMATION

PROJECT NAME: TRAILSIDE APARTMENTS
ADDRESS: 600, 700, & 800 W. UNIVERSITY HEIGHTS DR.

APN: 112-20-013A, 014B, & 015B

ZONING DISTRICT: HR

R.L.U.T.P. DESIGNATION: HIGH DENSITY RESIDENTIAL

PROPOSED USE: APARTMENTS

OWNER DEVELOPER: CHASON DEVELOPMENT

105 AFFINITY LANE

BUFFALO, NY 14215

(716) 833-1000

SHEET NO. 1 OF 1

TOP PROJECT #

8/16/19
MES#12965

TRAILSIDE APARTMENTS
NATURAL RESOURCE
PROTECTION PLAN

Mogollon
INC
ENGINEERING
CONSULTING

311 N. BOND ST. SUITE 100, BUFFALO, NY 14202
P.O. BOX 1000, BUFFALO, NY 14202
PHONE: 716-833-1000 • FAX: 716-833-1005

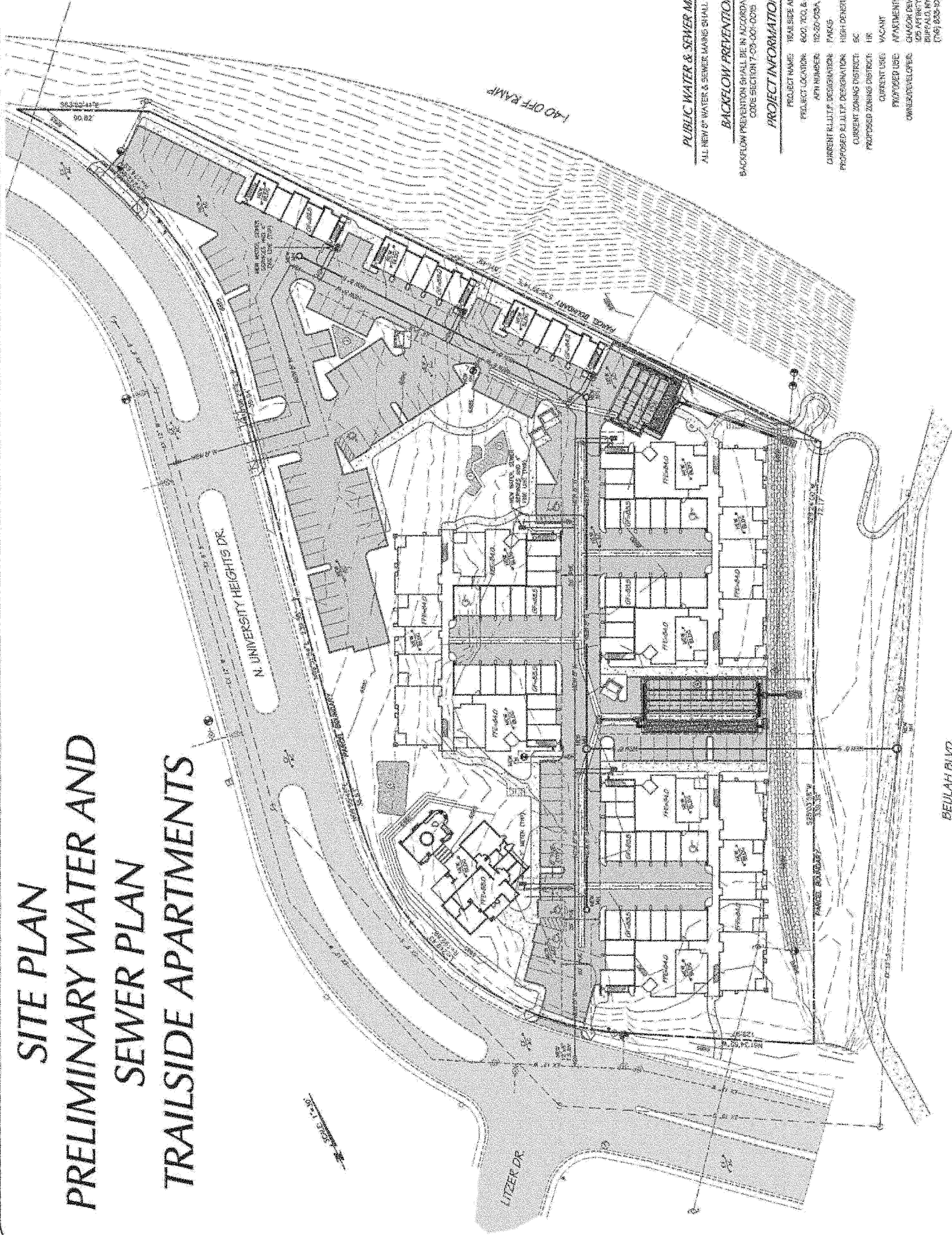


Mogollon
INC
ENGINEERING
CONSULTING

Mogollon
INC
ENGINEERING
CONSULTING

DATE: 08/16/19
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
PROJECT NO.: 112-20-013A, 014B, & 015B
SHEET NO.: 1 OF 1

SITE PLAN
PRELIMINARY WATER AND
SEWER PLAN
TRAILSIDE APARTMENTS



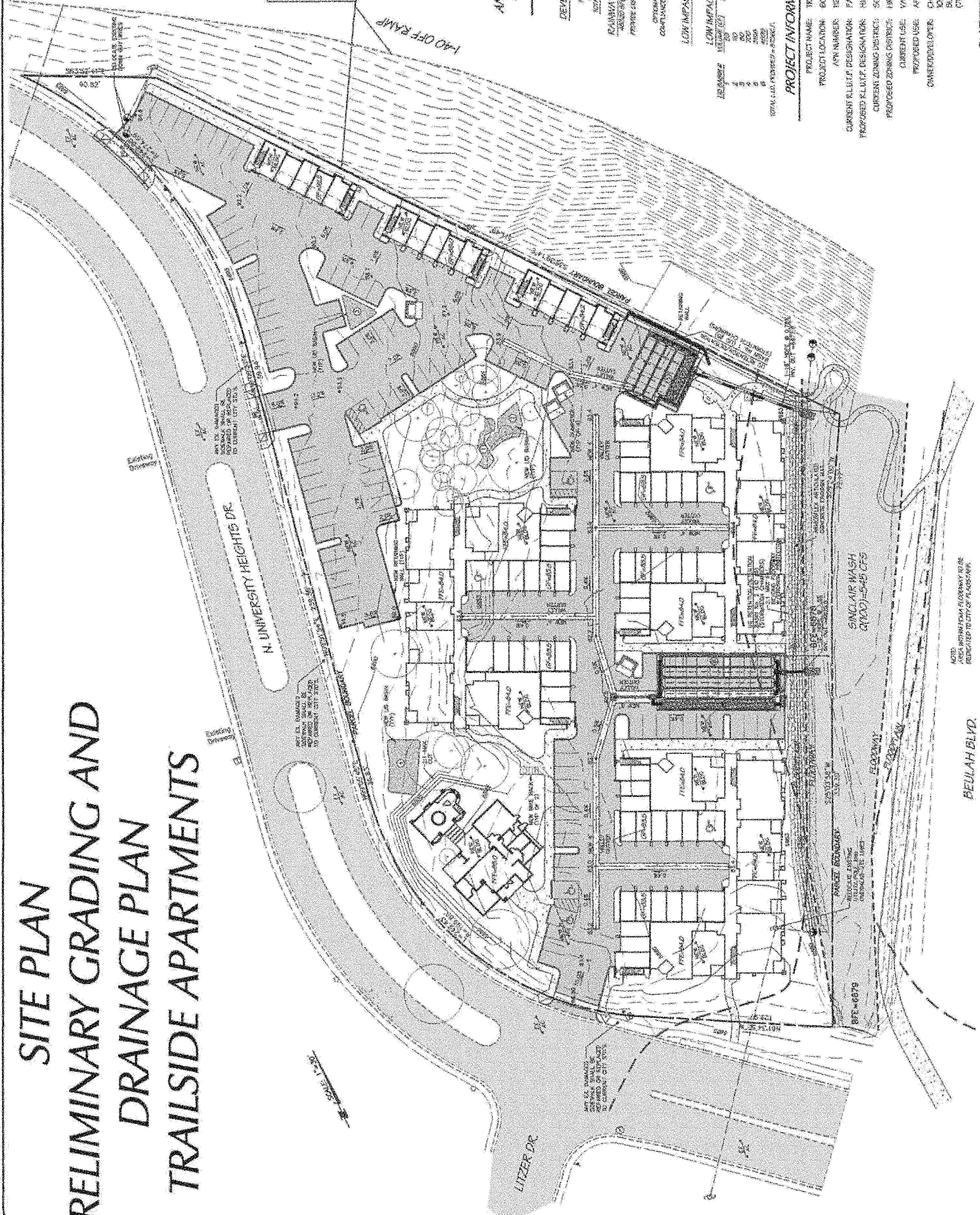
PUBLIC WATER & SEWER MAINS
ALL NEW 6" WATER & SEWER MAINS SHALL BE PUBLIC.

BACKFLOW PREVENTION
BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY
CODE SECTION 7-03-001-0015

PROJECT INFORMATION

PROJECT NAME	TRAILSIDE APARTMENTS
PROJECT LOCATION	600, 700, & 800 N. UNIVERSITY HEIGHTS DR.
APN NUMBER	102-50-033A, 034A, & 035D
CURRENT PLU/USE DESIGNATION	PARKS
PROPOSED PLU/USE DESIGNATION	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT	SC
PROPOSED ZONING DISTRICT	HR
CURRENT USES	VACANT
PROPOSED USES	APARTMENTS
OWNER/DEVELOPER	CHASOK DEVELOPMENT 100 AFFLUITY LANE BUFFALO, NY 14203 (716) 833-1000

SITE PLAN PRELIMINARY GRADING AND DRAINAGE PLAN TRAILSIDE APARTMENTS



NOTE
TOPOGRAPHIC INFORMATION
BETWEEN PARCEL BOUNDARY
AND ADOT RAMP CURB NOT
ACCURATE AND DOESN'T SHOW
DRAINAGE CHANNEL WITH BERM
WITHIN ADOT R/W. SEE
FIGURE NO. 1 IN DRAINAGE
REPORT FOR DRAINAGE
CHANNEL LOCATION.

L.I.D. - DETENTION AND RAINWATER HARVEST IMPERVIOUS SURFACE CALCULATIONS

EXISTING SITE (400 AC)
TOTAL OF IMPERVIOUS SURFACE = 400 AC
DEVELOPED SITE (175.11 AC, 400 AC)
NEW AC DRAINAGE: 400 AC IMPERVIOUS SURFACE
NEW CONCRETE SIDEWALKS & PARKING = 4000 AC
TOTAL DEVELOPED IMPERVIOUS SURFACE = 175.11 AC

RAINWATER HARVESTING REQUIREMENTS
- 100% OF RAINFALL FROM ALL ROOF AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS

LOW IMPACT DEVELOPMENT REQUIREMENTS
- 100% OF RAINFALL FROM ALL ROOF AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS
- 100% OF RAINFALL FROM ALL PAVED AREAS

LOCATION	DEPTH (FT)	AREA (AC)
1	2.00	1.00
2	2.00	1.00
3	2.00	1.00
4	2.00	1.00
5	2.00	1.00
6	2.00	1.00
7	2.00	1.00
8	2.00	1.00
9	2.00	1.00
10	2.00	1.00
11	2.00	1.00
12	2.00	1.00
13	2.00	1.00
14	2.00	1.00
15	2.00	1.00
16	2.00	1.00
17	2.00	1.00
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19	2.00	1.00
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23	2.00	1.00
24	2.00	1.00
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26	2.00	1.00
27	2.00	1.00
28	2.00	1.00
29	2.00	1.00
30	2.00	1.00
31	2.00	1.00
32	2.00	1.00
33	2.00	1.00
34	2.00	1.00
35	2.00	1.00
36	2.00	1.00
37	2.00	1.00
38	2.00	1.00
39	2.00	1.00
40	2.00	1.00
41	2.00	1.00
42	2.00	1.00
43	2.00	1.00
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46	2.00	1.00
47	2.00	1.00
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96	2.00	1.00
97	2.00	1.00
98	2.00	1.00
99	2.00	1.00
100	2.00	1.00





PROJECT INFORMATION

PROJECT NAME: TRAILSIDE APARTMENTS
PROJECT LOCATION: 600, 700 & 800 W. UNIVERSITY HEIGHTS DR.
APN NUMBER: 10-20-001A, 01B, 01C, 01D
CURRENT PLAT DESIGNATION: PARKS
CURRENT ZONING DISTRICT: SC
PROPOSED ZONING DISTRICT: HR
CURRENT USE: VACANT
PROPOSED USE: APARTMENTS
OWNER/DEVELOPER: CHASSON DEVELOPMENT
105 AFFINITY LANE
BUFFALO, NY 14205
(716) 833-1000

Rev. Date: Description:

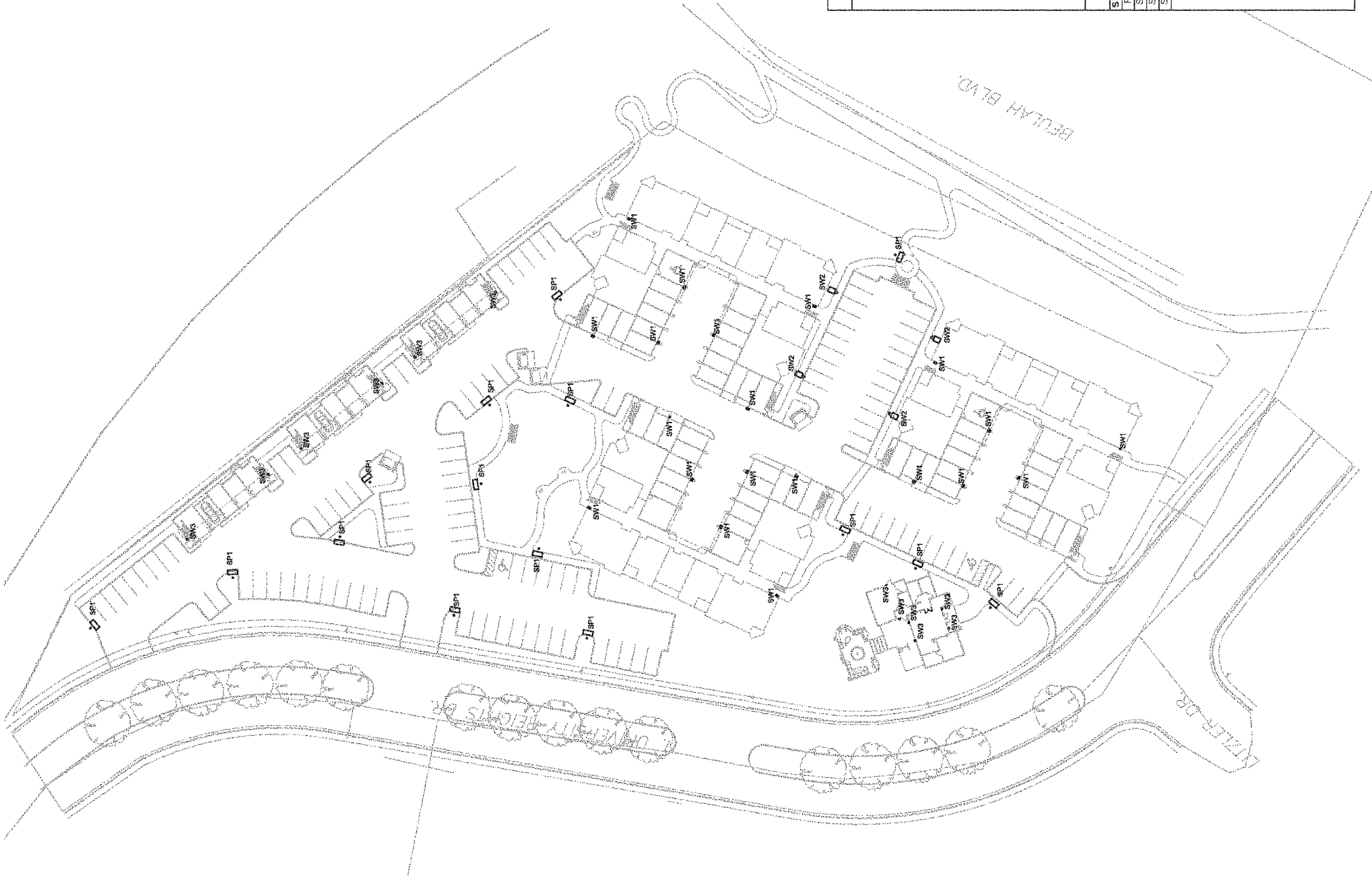


TRAILSIDE APARTMENTS
FLAGSTAFF, ARIZONA
ELECTRICAL SITE LIGHTING PLAN

LUMINAIRE SCHEDULE					
Symbol	Label	Qty	Catalog Number	Description	Lamp
	SP1	16	VISIONAIRE SUN-1 T4 55 3' 1' PM BZ SF120 BRONZE FINISH LUMINAIRE TYPE 4 CFL MOUNT AT 4'50 FT. A.F.G.	26" X 15" W X 8" H FULL CUTOFF POLE LUMINAIRE TYPE 4 CFL MOUNT AT 4'50 FT. A.F.G.	(1) 55W LPS
	SW1	20	LIGHTWAY 200 C90 C93 01 BRONZE FINISH LUMINAIRE TYPE 1 CFL MOUNT AT 4'50 FT. A.F.G.	TRAPEZOID AREA WALL LUMINAIRE TYPE 1 CLEAR GLASS LENS AT 4'12 A.F.G.	(1) 18W LPS
	SW2	4	VISIONAIRE SUN-1 T4 55 3' 1' PM BZ BRONZE FINISH LUMINAIRE TYPE 4 CFL MOUNT AT 4'50 FT. A.F.G.	26" L X 15" W X 8" H FULL CUTOFF WALL LUMINAIRE TYPE 4 CFL MOUNT AT 4'50 FT. A.F.G.	(1) 55W LPS
	SW3	12	LIGHTWAY 200 C90 C93 01 TEXTURED BRONZE FINISH LUMINAIRE TYPE 1 CFL MOUNT AT 4'50 FT. A.F.G.	WALL SCONCE WITH LUMINAIRE TYPE 1 ACRYLIC DIFFUSER LENS WALL MOUNT AT 4'40 FT. A.F.G.	(1) 18W CFL

ELECTRICAL SITE LIGHTING PLAN

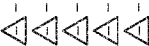
SCALE: 1" = 40' - 0"



03/25/13

NP ENGINEERING INC.
4115 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

OUTDOOR LUMENS CALCULATION TABLE									
Project Name : Trailside Apartments									
Subject : Calculations per Flagstaff Lumen Cap									
Lamp Type: LPS - Low Pressure Sodium, HPS - High Pressure Sodium, MH - Metal Halide, CMH - Ceramic Metal Halide, FL - Linear Fluorescent									
Shielding Type: F - Fully Shielded, U - Unshielded									
Project Zone: II, Lighting Class: 2, Site Net Acre: 4.02									
Total Outdoor Lumens Allowed per Site Net Acre: 50,000 X 4.02 = 201,000									
Total Outdoor Lumens Allowed for Unshielded Lights: 5,500 X 4.02 = 22,110									
Total Outdoor Lumens Allowed for Non-LPS Lights: 5,000 X 4.02 = 20,100									
Fixture Label & Description	Qty	Watts	Type	Initial Lumens	Qty	Shielding	Sub-Total Lumens	Unshielded Lumens	Total Lumens
SITE									
PST 120 Pole Light	1	55	LPS	7,800	F	15	117,000		117,000
SW1 Wall Pack	1	18	LPS	1,800	F	20	36,000		36,000
SW2 Wall Pack	1	55	LPS	7,800	F	4	31,200		31,200
SW3 Wall Sconce	1	13	CFL	900	F	12	10,800	10,800	10,800
							184,200	10,800	195,000
Lumens Used for New Shielded Lights: 184,200									
Lumens Used for New Unshielded Lights: 10,800									
Total Lumens Allowed for Unshielded Lights: 22,110									
Lumens Used for Non-LPS Lights: 10,800									
Total Lumens Allowed for Non-LPS Lights: 20,100									
Total Lumens Used for New Lights: 195,000									
Total Lumens Allowed per Site Net Acre: 201,000									
Total Lumens Used / Lumens Allowed Ratio for New Lights: 97%									



TRAILSIDE APARTMENTS
FLAGSTAFF, ARIZONA
ELECTRICAL SITE PHOTOMETRIC PLAN

LUMINAIRE SCHEDULE				
Symbol	Label	Qty	Catalog Number	Description
	SP1	16	VISIONAIRE SUN-1 T4.5/3.1 FPM BZ SF120 BRONZE FINISH LUMINAIRE TYPE 4, WALL MOUNT AT 4'50 FT. A.F.G.	26" X 15" X 8" FPM, FULL CUTOFF POLE LUMINAIRE TYPE 4, WALL MOUNT AT 4'50 FT. A.F.G.
	SW1	20	LIGHTWAY T4.5/3.1 FPM BZ 280 CEG C38 01, BRONZE FINISH	TRIANGULAR AREA WALL LUMINAIRE TYPE 4, CLEAR GLASS LENS AT 4'12 A.F.G.
	SW2	4	VISIONAIRE SUN-1 T4.5/3.1 FPM BZ WALL MOUNT AT 4'50 FINISH	26" X 15" X 8" FPM, FULL CUTOFF WALL LUMINAIRE TYPE 4, WALL MOUNT AT 4'50 FT. A.F.G.
	SW3	12	LIGHTWAY T4.5/3.1 FPM BZ 1013 3 23 90A TEXTURED BRONZE FINISH	WALL SCONCE WITH ACRYLIC DIFFUSER LENS, WALL MOUNT AT 4'48 FT. A.F.G.

STATISTICS					
Description	Symbol	Avg	Max	Min	AngMin
1. Site Cuts	+	0.8 %	5.5 %	0.0 %	N/A
2. Spot Light at Property Line at 4' A.F.G.	X	0.0 %	0.5 %	0.0 %	N/A

ELECTRICAL SITE PHOTOMETRIC PLAN
SCALE: 1" = 40' - 0"



08/28/12/25/16

NP ENGINEERING INC.
4115 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

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NP Proj. No: 13-015
Project Manager: NP
Drawn by: NPE
Date: 07-17-2013

E2

OUTDOOR LUMENS CALCULATION TABLE									
Project Name : Trailside Apartments									
Subject : Calculations per Flagstaff Lumen Cap									
Lamp Type:		Lamp Type:		Shielding Type:					
LPS	- Low Pressure Sodium	CFL	- Compact Fluorescent	F	- Fully Shielded				
HPS	- High Pressure Sodium	LED	- Light Emitting Diode	U	- Unshielded				
MH	- Metal Halide	INC	- Incandescent						
CMH	- Ceramic Metal Halide	HAL	- Halogen						
FL	- Linear Fluorescent								
Project Zone		Project Zone		50,000 X 4.02		= 201,000			
Lighting Class		Lighting Class		5,500 X 4.02		= 22,110			
Site Net Acre		Site Net Acre		5,000 X 4.02		= 20,100			
Total Outdoor Lumens Allowed per Site Net Acre									
Total Outdoor Lumens Allowed for Unshielded Lights									
Total Outdoor Lumens Allowed for Non-LPS Lights									
Fixture Label & Description	Lamp Description	Qty	Watts	Type	Unit	Initial Lumens & Shielding	Sub-Total Lumens	Shielded	Unshielded
SITE									
PS1 20' Pole Light	1 55 LPS	7,800	F	15		117,000			117,000
SW1 Wall Pack	1 18 LPS	1,800	F	20		36,000			36,000
SW2 Wall Pack	1 55 LPS	7,800	F	4		31,200			31,200
SW3 Wall Sconce	1 13 CFL	900	F	12		10,800		10,800	
							184,200	10,800	195,000
							Lumens Used for New Shielded Lights		
							Lumens Used for New Unshielded Lights		
							Total Lumens Allowed for Unshielded Lights		
							Lumens Used for Non-LPS Lights		
							Total Lumens Allowed for Non-LPS Lights		
							Total Lumens Used for New Lights		
							Total Lumens Allowed per Site Net Acre		
							Total Lumens Used / Lumens Allowed Ratio for New Lights		
							97%		

Memorandum

15. C.

CITY OF FLAGSTAFF



To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 12/05/2013
Meeting Date: 12/17/2013

TITLE:

Discussion/Direction and Possible Action Regarding the Regional Plan Parking Lot and Election Date

DESIRED OUTCOME:

Discuss and take possible action to determine the content of the Flagstaff Regional Plan; discuss when the Regional Plan should be taken to the voters for ratification; (Final Adoption of the Regional Plan will not occur at this meeting, but will be taken up after revisions are complete).

INFORMATION:

The final version of the parking lot was distributed to the Council on December 4, 2013, and was discussed further at the December 6, 2013 Regional Plan retreat. The retreat enabled the Council to review, discuss, and provide direction to staff so that specific amendments can be presented back to the Council for review and further discussion, and possible decision on December 17.

Council will review of the pros/cons of the various election dates for ratification of the Regional Plan.

Council will direct staff as to when the election should be held. There will be a later decision by Council to call the election to bring the Regional Plan to the voters for ratification.

Path Forward:

The proposed path forward for the possible adoption of the proposed Flagstaff Regional Plan 2030 by the Council, and possible ratification by Flagstaff residents is provided below:

January 7, 2013: Possible discussion on the near-complete document

January 14, 2014: Review of amendments/possible adoption of the Flagstaff Regional Plan 2030, and call for election.

Attachments: Parking Lot

Form Review

Inbox	Reviewed By	Date
Planning Director	Jim Cronk	12/02/2013 03:17 PM
Community Development Director	Jim Cronk	12/02/2013 03:18 PM
DCM - Jerene Watson	Elizabeth A. Burke	12/03/2013 08:40 AM
City Attorney	Michelle D'Andrea	12/06/2013 10:20 AM
Form Started By: Roger Eastman		Started On: 12/02/2013 01:49 PM
Final Approval Date: 12/06/2013		

Flagstaff Regional Plan 2030													
Council Parking Lot - Final Ranked Priorities for December 6, 2013 Retreat													
Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
Introduction Chapters I-III						CB	MW	CE	KB	SO	JN	JO	TOTAL
1	10	Council Consideration	P&Z Commission	II-8	Second sentence under Growth Constraints: verbiage seems harsh, is this sentence necessary? - Delete?	1	1	1	1		1	1	6
2	13	Council Consideration	P&Z Commission	III-1	Replace the last paragraph with this statement from the old regional plan, "General Plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant."	1	1	1	1		1	1	6
3	8	Council Consideration	P&Z Commission	I-3	From first paragraph: Remove the clause "and their achievement over time depends on putting into effect specific, carefully framed policies."	1	1		1		1	1	5
4	9	Council Consideration	P&Z Commission	II-5	Text says "Other analysis suggests a higher percentage," This is a large discrepancy, where does this analysis come from? Revise text to read, "Flagstaff also has a substantial seasonal population, with Census data and City of Flagstaff Housing studies indicating that second homes make up approximately 10 - 18% of the total housing stock in the city."	1		1	1		1	1	5
5	3	Council Decision Point	Mayor Nabours	I-4	Pyramid Illustration - needs definition of policy - definitive course of action		1		1		1	1	4
6	4	Council Consideration	Mark Woodson	I-0	Why is "thoughtful preservation of buildings" one of the highlighted assets of our community? Will this cause more restriction of future renovations and revitalization?		1		1		1	1	4
7	5	Council Consideration	Mark Woodson	I-0	Why do we have the statement – "Regional policy makers are committed to careful decision making to manage the cost of development to support fair, predictable, and cost-effective growth"? What role of government are we trying to define here?		1		1		1	1	4
8	6	Council Consideration	Mark Woodson	I-0	The last paragraph talks about "providing housing" – does this imply that the Government will do more to provide housing? – because this shouldn't be the focus of where and how housing opportunities are created.		1		1		1	1	4
9	7	Council Consideration	Mark Woodson	I-0	The last paragraph talks about "reusing" space, yet a prior section stresses "preservation". This contradiction will need to be resolved.		1		1		1	1	4
10	8	Council Consideration	Mark Woodson	I-4	The 4 th bullet should be reworded to say "a framework for general planning", rather than "specific"; i.e. delete specific.		1		1		1	1	4
11	12	Council Consideration	P&Z Commission	III-1	Third sentence under How this Plan is Used, add: "This plan will be used as a guide, or roadmap, for the future of the city and region, and it acts as a framework for public action and private decisions, thus striving to serve as a basis in the decision making process."	1	1	1					3
12	2	Council Consideration	Mark Woodson	GP-1	Too many Goals and Policies – can this be reduced?		1		1			1	3
13	3	Council Consideration	Mark Woodson	I-0	Focus on the three common themes noted on this page throughout the document		1		1			1	3
14	103		Celia Barotz	III-9	Open Space minor versus major amendment - clarification necessary. MW - "NOT HERE"	1		1					2
15	5	Council Decision Point	Celia Barotz		Provide an example of two conflicting goals and policies to show how one will prevail over the other and show how we use the language	1		1					2
16	1	Council Discussion Item	Jeff Oravitz	I-1	Vision - revisit at end						1	1	2
17	2	Council Discussion Item	Jeff Oravitz	I-3	Guiding Principles - revisit at end						1	1	2
18	3	Council Decision Point	Jeff Oravitz	I-2	Sustainable Flagstaff - revisit at end								0
19			Mayor Nabours (12/3/13)	III-9	Reconsider the definition of major amendment - 5 acres is too small for a "fuzzy boundary". Consider increasing this threshold.						1		1
20			Mayor Nabours (12/3/13)	III-9	Is the addition of a new activity center a major amendment?						1		1

Flagstaff Regional Plan 2030													
Council Parking Lot - Final Ranked Priorities for December 6, 2013 Retreat													
Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
	Environmental Planning and Conservation Chapter IV												
1	18	Council Decision Point	Kevin Burke		Need a definition of conservation land system as well as identifying who would establish and manage it.	1	1	1	1	1	1		6
2	17	Council Decision Point	Coral Evans/ Mark Woodson	IV-9	Reword box at bottom page from "why do developers..." to "why do we choose...." JN - "Delete box". MW - For the box at the bottom of the page, change the wording to "Why do we buy, build, and choose to live and work in the Flagstaff area? Because of our unique natural and cultural resources, <u>the climate, economic opportunities, excellent education system and the people.</u>		1	1	1		1	1	5
3	10	Council Consideration	Mark Woodson	IV-9	For the box at the bottom of the page, change the wording to "Why do <u>we</u> buy, build, and choose to live and work in the Flagstaff area? Because of our unique natural and cultural resources, <u>the climate, economic opportunities, excellent education system and the people.</u>		1	1	1		1	1	5
4	15	Council Consideration	Mark Woodson	IV-12	Policy E&C 2.1 – remove the wording "fossil-fuel generated". Let's have a goal to reduce ALL energy consumption.		1	1	1		1	1	5
5	15	Council Decision Point	Mayor Nabours/ Mark Woodson	IV-13	Dark Skies (last paragraph) -1) restricting activity centers in any area designated as Lighting Zone 1. Check to be sure language in this section is clear. Policy E&C.5.3 Enforce dark sky ordinances. This policy is redundant and doesn't seem to be the best way to reinforce dark sky protection.		1		1		1	1	4
6	21	Council Consideration	P&Z Commission	IV-10	Remove 2 sentences in middle paragraph: "More than a dozen facilities operate within or adjacent to Coconino County that produce significant amounts of carbon monoxide, nitrogen oxides, volatile organic compounds, sulfur dioxide, particulate matter, or ammonia." and "However, on some days, perceptible reductions in visibility do occur."	1	1		1		1		4
7	22	Council Consideration	P&Z Commission	IV-12	Delete the words "through local action" from the last sentence on the page JN - "Delete paragraph"	1	1		1		1		4
8	11	Council Consideration	Mark Woodson	IV-11	Change the title on this page to "Climate Variations and Adaptation", and change to that verbiage throughout the document.		1		1		1	1	4
9	12	Council Consideration	Mark Woodson	IV-11	For the 6 th bullet in the middle of the page, remove the word "adverse", as not all climate variations are adverse.		1		1		1	1	4
10	13	Council Consideration	Mark Woodson	IV-12	In the 3 rd paragraph, why is "transition to compact development" the only option mentioned? We should have a much broader list of opportunities.		1		1		1	1	4
11	14	Council Consideration	Mark Woodson	IV-12	Climate Change and Adaptation Goals and Policies – again, change the word "Change" to "Variations".		1		1		1	1	4
12	16	Council Consideration	Mark Woodson	IV-12	Policy E&C 2.2 - This policy will be hard to define and should be deleted.		1		1		1	1	4
13	17	Council Consideration	Mark Woodson	IV-12	Policy E&C 3.1 – This policy is too overarching and should be deleted.		1		1		1	1	4
14	18	Council Consideration	Mark Woodson	IV-12	Policy E&C 3.4 – This policy is too overarching and should be deleted.		1		1		1	1	4
15	20	Council Consideration	Mark Woodson	IV-12	Policy E&C 4.1 – As an undertaking, this might be unrealistic and could be very costly. Consider deleting.		1		1		1	1	4
16	21	Council Consideration	Mark Woodson/ Jeff Oravitz	IV-12	Policy E&C 4.2 – change the word "minimize" to "reduce" – for a more realistic goal. JO - "Policy E&C.4.2 (climate change and water resources"		1		1		1	1	4
17	22	Council Consideration	Mark Woodson	IV – 13	Policy E&C 5.3 – Eliminate this policy. We already do this and it looks awkward to note otherwise. [Refer to attached suggested P&Z preamble language]		1		1		1	1	4

Flagstaff Regional Plan 2030													
Council Parking Lot - Final Ranked Priorities for December 6, 2013 Retreat													
Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
18	23	Council Consideration	Mark Woodson	IV-15	Policy E&C 6.3 – We have to be careful with the restoration of animals and ecosystems and what the overall impact this may have on the growth and development of the region and we have included “private lands” . This needs to be given careful consideration.		1		1		1	1	4
19	24	Council Consideration	Mark Woodson	IV-15	Policy E&C 6.4 – This might be more appropriate in the broader context of the region, but not realistic within the City limits or the scope of the plan area.		1		1		1	1	4
20	25	Council Consideration	Mark Woodson/ Coral Evans	IV-15	Policy E&C 6.6 – Remove the specific reference to 4FRI. While we are still working to make sure that 4FRI happens, it will be out of date at some point and time.		1		1		1	1	4
21	26	Council Consideration	Mark Woodson	IV-15	Policy E&C 6.7 – Remove the word “environmental” and the overall policy will be broadened.		1		1		1	1	4
22	28	Council Consideration	Mark Woodson	IV-15	Policy E&C 6.9 – Delete this policy and leave this activity to State and Federal agencies for guidelines. We don’t need to add another layer.		1		1		1	1	4
23	29	Council Consideration	Mark Woodson	IV-16	Policy E&C 7.2 – Delete the word “all”.		1		1		1	1	4
24	27	Council Consideration	Mark Woodson	IV-15	Policy E&C 6.8 – We should reconsider including and encouraging “edible” species in our urban landscaping.		1		1		1		3
25	10	Council Decision Point	Jeff Oravitz	IV-10	Do not want to discourage the use of wood burning stoves		1				1	1	3
26	12	Council Decision Point	Jeff Oravitz	IV-13	Text addressing non-conforming lighting. Is there a proposition 207 issue?		1				1	1	3
27	20	Council Consideration	P&Z Commission	IV-9	Add the following sentence to the Importance paragraph of the <i>Wildlife Linkages</i> section: "Of particular importance are the corridors west of Flagstaff linking the San Francisco Peaks with the Rim." This change is suggested because wildlife corridors have been largely compromised, thus making the existing corridors critical.	1			1				2
28	23	Council Consideration	P&Z Commission	IV-12	Policy E&C.2.1. "Promote programs and incentives for the reduction of fossil fuel..." If the City has an ordinance, then it would state , " <u>continue to effect the reduction of fossil fuel through these existing programs.</u> " MW - "N - but my book reads differently"	1			1				2
29	11	Council Decision Point	Jeff Oravitz	IV-12	Last paragraph before goals and policies confirms that everyone wants to live in a compact community when that is not the case. Suggested Edit: "For the purposes of the <i>Flagstaff Regional Plan</i> , if how we develop land and transition to compact development and walkable communities <u>this could</u> will have the biggest impact on our reduction of greenhouse gas emissions and mitigating climate change through local action."		1		1				2
30	8	Council Discussion Item	Jeff Oravitz	IV-12	Policies E&C.3.2 (climate change impacts) and		1						1
31	9	Council Decision Point	Jeff Oravitz	IV-8,9	Considerations for development would be best in an appendix.		1						1
32	19	Council Consideration	P&Z Commission	IV-8	Publicly submitted revision of the paragraph following <i>How to use the Natural and Cultural Environment Map</i> .								0
	Open Space Chapter V												
1	15	Council Discussion Item	Jeff Oravitz	V-2	2nd paragraph - cause conflicts with development because of watershed issues		1						1
2	16	Council Discussion Item	Jeff Oravitz	V-4	Flag whole page - Applying an Open Space Plan, partners, members of CAC		1						1
3	18	Council Decision Point	Jeff Oravitz	V-6	Should this be in an appendix? (Tools for Open Space Planning, Acquisition, and Conservation)		1						1
4	17	Council Discussion Item	Jeff Oravitz	V-5	All goals and polices								0
			Mayor Nabours (12/3/13)	V-4	Applying and Open Space Plan, first paragraph: concern with the statement "regardless of ownership"						1		1

Flagstaff Regional Plan 2030													
Council Parking Lot - Final Ranked Priorities for December 6, 2013 Retreat													
Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
	Water Resources Chapter VI												
1	31	Council Decision Point	Mayor Nabours	VI-8	12% potable water loss - goal or policy that covers reducing water loss through leakage. MW - And overall system efficiency		1	1			1	1	4
2	32	Council Decision Point	Jeff Oravitz	VI-8	Add policy addressing identifying and developing and transportation of new water supplies			1	1		1	1	4
3	30	Council Consideration	Mark Woodson	VI-13	Policy WR 3.6 – We should change this to require any turfed areas over 1 acre to be irrigated with reclaimed water no matter who the developer of what type of development.		1		1		1	1	4
4	31	Council Consideration	Mark Woodson	VI-13	Policy WR 4.3 – While the Urban Service Boundary is our guide today, and a good one; will it continue to be the definition during the life of this document?		1		1		1	1	4
5	32	Council Consideration	Mark Woodson	VI-16	Policy WR 5.4 – Eliminate this policy. We already do this and it looks awkward to note otherwise.		1		1		1	1	4
7	36	Council Consideration	Mark Woodson	VI-19	Policy WR 6.5 - Eliminate this policy. We already do this and it looks awkward to note otherwise.		1		1		1	1	4
8	29	Council Discussion Item	Jeff Oravitz		Address water usage by pine trees - thinning in relation to water usage		1				1	1	3
9	30	Council Decision Point	Mayor Nabours	VI-16	Review Health District information on adding policy in regards to mosquito prevention/abatement. "WR.5.8 Reduce mosquito populations in residential areas by removing standing water."		1				1	1	3
10	28	Council Discussion Item	Jeff Oravitz	VI-13	WR.3.2 adjust word "favor" - what about business who bring resource or pay for resources						1	1	2
	Energy Chapter VII												
1	42	Council Decision Point	Mayor Nabours		Policy E.2.4 rewards and encourages accessory wind energy systems - but there is a potential for neighborhood issues. How can we say no we won't allow one with this type of policy.		1		1		1	1	4
2	37	Council Consideration	Mark Woodson	VII-3	Policy E 1.5 c – including “street planting strips” in this section for promoting cost-effective, energy-efficient technologies may not be realistic when the true costs of developing and maintaining these are included in the overall efficiency equation.		1		1		1	1	4
3	38	Council Consideration	Mark Woodson	VII-3	Policy E 1.6 – end the sentence after the word “efficiency”. The rest is unnecessary and limiting.		1		1		1	1	4
4	39	Council Consideration	Mark Woodson	VII-3	Policy E 1.7 – end the sentence after the word “consumption”. The rest is unnecessary and limiting.		1		1		1	1	4
5	40	Council Consideration	Mark Woodson	VII-3	Policy E 1.8 – add ... energy systems and “alternatives” and remove “zoning and building”. Let this apply to all City Codes.		1		1		1	1	4
6	41	Council Consideration	Mark Woodson	VII-5	Policy E 2.3 – Change “Develop City and County” to “Promote”. This might encourage others, not just the City and County, to work on these programs.		1		1		1	1	4
7	42	Council Consideration	Mark Woodson	VII-5	Policy E 2.6 – Not sure if this should be in here or not as it's referring to lands outside of the Planning Area.		1		1		1	1	4
8	38	Council Discussion Item	Mark Woodson		Most policies could be broadened as the proposed edits above do							1	1
9	45	Council Consideration	P&Z Commission	VII-3	Recommend modifying on of the energy efficiency policies to highlight <u>passive solar design and technology</u> .	1							1
	Community Character Chapter VIII												

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Flagstaff Regional Plan 2030													
Council Parking Lot - Final Ranked Priorities for December 6, 2013 Retreat													
Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
2	3		Staff	IX	Clearly define "downtown compared to "urban core", "central area", "commercial core", etc.	1	1	1	1	1			5
3	57	Council Decision Point	Jeff Oravitz/ Mark Woodson	IX-55	The plan should not prefer compact development over all other types of development but instead should support a holistic approach to land use consistent with zoning codes that allow for a variety of development options. What is "compact development"? MW - Again, the use of Compact should be reconsidered.		1		1		1	1	4
4	58	Council Decision Point	Jeff Oravitz	IX-57	Adequately plan for and expand auto capacity and circulation while also addressing alternative transportation and pedestrian options.		1		1		1	1	4
5	3	Council Consideration	Mark Woodson/ P&Z Commission	IX-11, 20, 24, 25-26	The distance used in the “pedestrian shed” should be greater; like double. While this may be a planning standard, it is too restrictive and underestimates the vitality of people in Flagstaff. Proposed new policy that addresses where density within activity centers should be concentrated: Under Applicable to All Land Uses, Goal LU3, Policy LU.3.5.; “Encourage the distribution of density within neighborhoods to relate to the access of associated activity centers and corridors, infrastructure, transportation, and natural constraints like slopes and drainages.” See also Activity Centers, page IX-50 in revised land use chapter. Redefine "Activity Centers" and "Neighborhoods" using definitions from the glossary for consistency		1		1		1	1	4
6	6	Council Consideration	Mark Woodson	IX-17/18	Map 20 - We should include the State Land Dept recommendation to include Section 30 for future development.		1		1		1	1	4
7	7	Council Consideration	Mark Woodson	IX-19	Policy LU 1.2 is unnecessary		1		1		1	1	4
8	8	Council Consideration	Mark Woodson	IX-19	Policy LU 2.1 – remove the word “all” and end the sentence with “as necessary”.		1		1		1	1	4
9	9	Council Consideration	Mark Woodson	IX-19	Policy LU 2.2 – Delete this policy. The list it includes just adds more potential layers of unforeseen regulation to the process.		1		1		1	1	4
10	11	Council Consideration	Mark Woodson	IX-19	Goal LU 3 – Can a development proposal trade some resource protection for a more compact development? We should have this in a policy to encourage the possibility.		1		1		1	1	4
11	12	Council Consideration	Mark Woodson	IX-20	Policy LU 3.6 – Reword to say “Encourage institutional and public buildings within a neighborhood to promote walkability.”		1		1		1	1	4
12	13	Council Consideration	Mark Woodson	IX-20	Policy LU 4.2 – delete, it is not needed.		1		1		1	1	4
13	15	Council Consideration	Mark Woodson	IX-19	Policy LU 1.5 – We need to be careful as to what is allowed. Does this allow livestock and what are appropriate zoning restrictions?		1		1		1	1	4
14	16	Council Consideration	Mark Woodson	IX-20	Policy LU 4.4 – includes providing “cultural amenities” to meet the needs of residents. Not all residents have the same definition of what a cultural amenity is and this portion should be deleted or better defined.		1		1		1	1	4
15	18	Council Consideration	Mark Woodson	IX-28	Goal LU 7 and Policy LU 7.1 – delete these as they are too limiting.		1		1		1	1	4
16	19	Council Consideration	Mark Woodson	IX-28	Goal LU 8 – The word “increase” doesn’t make sense in this context.		1		1		1	1	4
17	21	Council Consideration	Mark Woodson	IX-28	Policy LU 8.6 and 8.7 – combine. They say virtually the same thing.		1		1		1	1	4
18	22	Council Consideration	Mark Woodson	IX-28	Add a Policy that states that new development will provide adequate parking.		1		1		1	1	4
19	23	Council Consideration	Mark Woodson	IX-30	Goal LU 9 – replace the end of the sentence “of cultural, civics and the arts” with “for all”		1		1		1	1	4
20	24	Council Consideration	Mark Woodson (This edit was already included in the draft chapter presented to Council)	IX-30	Policy LU 9.7 – delete the end of the sentence that says “that are integrated into ...”		1		1		1	1	4

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Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
21	25	Council Consideration	Mark Woodson	IX-31	Policy LU 10.9 – delete the word "downtown" from the sentence and it broadens the benefit.		1		1		1	1	4
22	26	Council Consideration	Mark Woodson	IX-31	Policy LU 10.8 – add “streets” to the list to cover all mode alternatives.		1		1		1	1	4
23	27	Council Consideration	Mark Woodson (This edit was already included in the draft chapter presented to Council)	IX-38	Policy LU 11.1 – delete the word “selected” to broaden the benefit.		1		1		1	1	4
24	29	Council Consideration	Mark Woodson	IX-47	Policy LU 14.1 – add “where appropriate” to the end of the sentence.		1		1		1	1	4
25	30	Council Consideration	Mark Woodson	IX-47	Policy LU 14.4 – add “major highways” to the list. [This is now LU 14.3]		1		1		1	1	4
26	31	Council Consideration	Mark Woodson	IX-55	Goal LU 16 – add “vehicle” to the list.		1		1		1	1	4
27	32	Council Consideration	Mark Woodson	IX-55	Policy LU 16.5 – add “vehicle” to the list.		1		1		1	1	4
28	33	Council Consideration	Mark Woodson	IX-55	Policy LU 16.9 – to the end of the sentence add “with adequate vehicle access”.		1		1		1	1	4
29	34	Council Consideration	Mark Woodson	IX-64	Policy LU 18.2 – not all old neighborhood fit this criteria and they may not desire the changes noted in the list.		1		1		1	1	4
30	35	Council Consideration	Mark Woodson	IX-64	Policy LU 18.8 – this needs to be reworded to clarify that the City should stay out of private development as much as possible.		1		1		1	1	4
31	2		Staff	IX-11	Delete linear pedestrian shed	1	1	1	1				4
32	63	Council Consideration	P&Z Commission (This edit was already included in the draft chapter presented to Council)	IX-20	Proposed new policy that addresses where density within activity centers should be concentrated: Under <i>Applicable to All Land Uses</i> , Goal LU3, Policy LU.3.5.; <u>“Encourage the distribution of density within neighborhoods to relate to the access of associated activity centers and corridors, infrastructure, transportation, and natural constraints like slopes and drainages.”</u> See also Activity Centers, page IX-50 in revised land use chapter.	1	1	1					3
33	1		Staff	IX-23	Exempt historic districts from commercial, employment-research and possibly mixed use	1		1	1				3
34	55	Council Decision Point	Coral Evans	IX-57	Nothing in this section speaks to "people". Want to see language that speaks to this important issue.		1	1					2
35	60	Council Decision Point	Coral Evans	IX-31	Need policy addressing parking in residential areas		1	1					2
36	61	Council Decision Point	Coral Evans	IX-64	Need policy dealing with gentrification and displacement of existing residences as well as a relocation policy in the housing chapter.		1	1					2
37	54	Council Decision Point	Coral Evans	IX-64	Add Policy LU.18.11. The needs of existing residents should be thoughtfully considered during the reinvestment process. MW - "Combine or incorporate with another policy"			1					1
38	56	Council Decision Point	Coral Evans	IX-57	Need a relocation policy for both this reinvestment section of land use and Housing Section. MW - "Utilize existing policies"			1					1

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39	62	Council Consideration	P&Z Commission (This edit was already included in the draft chapter presented to Council)	IX-55	The maps should be seen as a tool for setting priorities for specific parcels. A location on a map should give clues as to the appropriate priorities for that place. With that in mind, mapping should be done with a keen awareness of where potential conflicts may exist and avoid them whenever possible. The places I see, when I consider this, are places where Activity Centers overlap areas identified as having a high degree of natural resources. Specifically, I recommend relocation or rescaling of the following Activity Centers: S1, S6, S16, S17, U2. The following policy suggestion addresses concerns about Activity Center boundaries: Proposed new policy that addresses the boundaries of pedestrian sheds: Under <i>Activity Centers</i> , Policy.16.16.; " <u>Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural resources and man-made barriers like steep slopes and floodplains, or the interstate, road networks, and existing development patterns.</u> "	1							1
40			Scott Overton (12/3/13)	IX-28	Review language from Charlotte Welch for Policy LU8.4; Develop specific plans and amend zoning, <u>except in designated historic districts</u> , as necessary for each urban neighborhood and activity center to foster desired scale and form.					1			1
	Transportation Chapter X												
1	65	Council Discussion Item	Mayor Nabours	X-3/4	Map 25 - Reconsider A-1 by-pass Map 25 - as an alternative route to Fort Valley Road and the 89 Eastside by-pass		1	1	1		1	1	5
2	65	Council Discussion Item	Mayor Nabours	X-3/4	Map 25 - Reconsider the 89 Eastside by-pass		1	1	1		1	1	5
3	68	Council Decision Point	Scott Overton	X	Is the FMPO Mission accomplished with the regional plan? How does the County land use pattern affect the transportation network and is it as closely considered as it is in the City.	1	1	1	1			1	5
4	36	Council Consideration	Mark Woodson	X-3	We should show a western transportation corridor to connect I-40 to 180 and will the proposed acquisition of State Land on Observatory Mesa prohibit the development of this corridor in the future?		1		1		1	1	4
5	37	Council Consideration	Mark Woodson	X-5	Policy T 1.8 – should end with “and provide adequate parking”.		1		1		1	1	4
6	38	Council Consideration	Mark Woodson	X-8	Policy T 3.2 – while this is a noble policy, it will be necessary to change things at a much larger, national or global, scale for this to have a real benefit.		1		1		1	1	4
7	39	Council Consideration	Mark Woodson	X-14	Policy T 6.3 = should include the discussion of clarifying “rules of the road” for bicyclists and how these will be enforced. Not just selectively.		1		1		1	1	4
8	41	Council Consideration	Mark Woodson	X-17	Goal T 7 – needs to include the need to balance the benefits and costs of these infrastructure elements with others such as streets and the need to their ongoing maintenance and safety improvements.		1		1		1	1	4
9	42	Council Consideration	Mark Woodson	X-20	Policy T8.3 – add “and maintain traffic safety”.		1		1		1	1	4
10	67	Council Discussion Item	Mayor Nabours	X-3/4	Map 25 - Consider the Ponderosa Parkway-Gemini connection		1				1	1	3
11	70	Council Consideration	P&Z Commission	X-5	Policy T.1.8 is unclear, delete it and revise Policy T.1.1. to say, "In future development, integrate a balanced, multimodal regional transportation system."	1	1		1				3
12	73	Council Consideration	P&Z Commission	X-14	Policy T.6.4 revised : " <u>Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.</u> "	1	1		1				3
13	69	Council Consideration	P&Z Commission	X-1	Borrowing from the previous plan, this sentence is well-worded and might be added to the intro: " <u>The Transportation Element of the Regional Plan can be summed up in 5 words: safety, balance, connectivity, efficiency, and diversity.</u> "	1			1				2
14	72	Council Consideration	P&Z Commission	X-13	Policy T.5.6. and the <i>Note</i> at bottom was removed .	1	1						2

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15	72	Council Consideration	P&Z Commission	X-13	The following was added to Policy T.5.7: Coordinate with NAIPTA to establish rural transit service within the region that is consistent with county land use plans, based on funding availability, cost effectiveness, location of major trip generators, distance between generators, and the needs of transit-dependent individuals <u>who can only get around via public transit, who do not own a car or cannot drive.</u>	1	1						2
16	72	Council Consideration	P&Z Commission	X-13	Also, Policy T.5.2. Rewrite as "Provide public transit centers and transit options that are effectively distributed throughout the region to increase access to public transit."	1	1						2
17	74	Council Consideration	P&Z Commission	X-11	Planned Transit Service Levels Map #26: add a "Standard" level of service buffer on JWP/4th from I-17 to Butler. It was omitted because NAIPTA's plan only had funding assumed to 2030 and couldn't afford the service in that area and there was no definitive calls for development at the time. The Growth Illustration Map shows future development in the area so the Transit Service Map should reflect that growth. MW - "Is this the right place to do this?"	1	1						2
18	76	Council Consideration	P&Z Commission	X-1	Add to the introduction: " <u>The Transportation Element of the Regional Plan can be summed up in 5 words: safety, balance, connectivity, efficiency, and diversity.</u> Because transportation right-of-way is the most heavily used and experienced public space; because network design influences whether an area can be urban, suburban or rural; and because streetscapes strongly contribute to community character, future land use patterns and transportation systems must be planned together. The primary goals of the regional transportation system are to improve the mobility of people and goods, provide choices to enhance the quality of life, provide infrastructure to support economic development, protect the natural environment and sustain public support for transportation planning efforts. In order to meet these goals, this element promotes safety; context sensitive solutions; complete streets; environmental responsibility; the integration and connectivity of transportation systems; efficient system management and operation; and improvements to existing intermodal transportation system. This chapter addresses the everyday need to move about the community.	1				1			2
19	23	Council Decision Point	Jeff Oravitz	X	Add policy "maintain existing streets to high standards"		1						1
20	24	Council Decision Point	Jeff Oravitz	X	Add policy "develop off-ramp at I-40 and Lonetree"		1						1
21	25	Council Decision Point	Jeff Oravitz	X	Add policy "develop a railroad overpass at Lonetree"		1						1
22	21	Council Discussion Item	Jeff Oravitz	X	Add policy "create a four lane corridor from Milton to Highway 180 via Butler, 4th St., Cedar & Lockett"								0
	Cost of Development Chapter XI												
	Public Buildings, Services, Facilities, and Safety Chapter XII												
1	82	Council Decision Point		XII-10	Policy PF2.4 - Define "Enhanced Civic Design"		1		1		1	1	4
2	44	Council Consideration	Mark Woodson	XII-6	Policy PF 1.3 – include and prioritize “historic data” in these efforts.		1		1		1	1	4
3	45	Council Consideration	Mark Woodson	XII-10	Policy PF 2.4 – add “as funding allows”.		1		1		1	1	4
4	46	Council Consideration	Mark Woodson	XII-10	Policy PF 2.5 – we would hope that this is standard procedure and this policy is not necessary.		1		1		1	1	4

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5	80	Council Decision Point	Coral Evans	XII-7	Third paragraph - Insert the following text after affordability. "While many Flagstaff neighborhoods will experience change over time, existing neighborhood values and character, as well as cultural diversity, must be upheld during the redevelopment process. Efforts to stabilize certain neighborhoods during redevelopment may also be necessary." MW - "Isn't this related to XIII-7?"		1	1	1				3
6	85	Council Consideration	P&Z Commission	XII-10	Insert new statement after public Infrastructure: "Flagstaff Citizen's Cemetery, located on City-owned land on San Francisco St. currently has adequate capacity for this planning cycle. See Citizen's Cemetery master Plan, 2000. MW - "but work should be done to relocate the entrance off of NAU Campus"	1	1		1				3
	Neighborhoods, Housing, and Urban Conservation Chapter XIII												
1	86	Council Decision Point	Coral Evans/ Mark Woodson	XIII-3	Managing our Needs - NAU needs for off-site housing need to be dealt with in a better way. Where will off-site dorms be located? Not normal apartment units. Unique living situation - address it. How will this fit into character of the neighborhood? MW - This section does not discuss the growth of NAU and how we plan to deal with it and the positive and negative impacts on the community.		1	1	1			1	4
2	89	Council Decision Point	Coral Evans	XIII-10	Add policy NH.6.3. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the redevelopment process. MW Y - but add to end of 6.1		1	1	1	1			4
3	47	Council Consideration	Mark Woodson	XIII-9	Policy NH 1.2 – this should be deleted as it asks the city to act like a community HOA.		1		1		1	1	4
4	49	Council Consideration	Mark Woodson	XIII-9	Policy NH 1.4 – remove the word “central”. Not all neighborhoods are suitable to have their activity centers at the geographic center.		1		1		1	1	4
5	50	Council Consideration	Mark Woodson	XIII-9	Policy NH 1.5 – Traditional Neighborhood Design fits only a limited number of neighborhoods in Flagstaff and should not be touted as the solution to all development and redevelopment proposals. Like “Compact”, “Smart Code” is not necessarily what we desire for all development and redevelopment proposals. While this may be a good option, it should not be the only allowed or required guide.		1		1		1	1	4
6	52	Council Consideration	Mark Woodson	XIII-9	Policy NH 3.2 – How do we know where it is appropriate to “promote accessory dwelling units”? Perhaps we need a Policy on this, as many people in neighborhoods might not want the problems of inadequate parking, etc.		1		1		1	1	4
7	53	Council Consideration	Mark Woodson	XIII-10	Goal NH 4 – The policies within this Goal have too much focus on rehabilitation and renovation and no balance with remove and replace.		1		1		1	1	4
8	54	Council Consideration	Mark Woodson	XIII-10	Policy NH 4.2 – This wording doesn't make sense.		1		1		1	1	4
9	55	Council Consideration	Mark Woodson	XIII-10	Policy NH 4.7 – is unnecessary.		1		1		1	1	4
10	56	Council Consideration	Mark Woodson	XIII-10	Goal NH 5 – As stated is a social program and not a housing program. This should have it's own section.		1		1		1	1	4
11	57	Council Consideration	Mark Woodson	XIII-10	Goal NH 6 – and its policies need to be reviewed as they conflict with Goal NH 4 and its policies in many ways.		1		1		1	1	4
12	87	Council Decision Point	Coral Evans	XIII-7	Need emphasis on approving neighborhood plans. LPV and 4th Street Plans		1	1					2
13	88	Council Decision Point	Coral Evans	XIII-9	Add policy NH.1.7. Prioritize the stabilization of a neighborhood's identity and maintain existing cultural diversity as new development occurs. MW - but modify another and add "as appropriate"		1	1					2

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Item #	Orig. Item	Status	Source	Page #	Comment								
Economic Development Chapter XIV													
1	90	Council Discussion Item	Mayor Nabours	XIV-1	Chamber of Commerce redline comments (to be considered all together) MW - But where are these? See details of all Chamber of Commerce comments below		1		1		1	1	4
2	58	Council Consideration	Mark Woodson	XIV-4	Policy ED 1.2 – Not sure that this can be accomplished.		1		1		1	1	4
3	59	Council Consideration	Mark Woodson	XIV-4	Policy ED 1.3 – Not sure that this is government's responsibility as this is worded.		1		1		1	1	4
4	60	Council Consideration	Mark Woodson	XIV-4	Policy ED 1.6 – This should be moved to a section on infrastructure.		1		1		1	1	4
5	61	Council Consideration	Mark Woodson	XIV-4	Policy ED 1.7 – remove the word “cultural” and broaden the impact of this policy.		1		1		1	1	4
6	62	Council Consideration	Mark Woodson	XIV-10	Policy ED 3.2 – the list is of new efforts in tourism and doesn't include the types of tourism we already work to attract.		1		1		1	1	4
7	63	Council Consideration	Mark Woodson	XIV-10	Policy ED 3.9 – add “or plan for their relocation or redevelopment”.		1		1		1	1	4
8	64	Council Consideration	Mark Woodson	XIV-10	Policy ED 3.10 – again, should be in a section on Infrastructure.		1		1		1	1	4
9	65	Council Consideration	Mark Woodson	XIV-11	Policy ED 4.6 – reword so that this does not imply that the development will be done by the government. We need to stay out of that business.		1		1		1	1	4
10	66	Council Consideration	Mark Woodson	XIV-11	Policy ED 4.8 – add “in balance with community needs”.		1		1		1	1	4
11	67	Council Consideration	Mark Woodson	XIV-11	Question – where in this plan do we address the needs of the workers who already live here and want to do better?		1		1		1	1	4
12	28	Council Decision Point	Jeff Oravitz	XIV	Need to encourage broad and diverse job creation and not be so specific		1		1		1	1	4
13	29	Council Decision Point	Jeff Oravitz	XIV	Need more about business retention and attraction - on the private side too		1		1		1	1	4
14	98	Council Decision Point	Karla Brewster	XIV	More information is needed about the direct correlation of NAU and CCC students to the Flagstaff economy				1		1	1	3
15	91	Council Decision Point	Coral Evans	XIV-1	Item #2 should include gentrification/displacement/relocation - needs to be addressed in this section		1	1					2
16	93	Council Decision Point	Coral Evans	XIV	There are no specific goals or policies that address tourism - should be it's own section MW " - should be a subset of this section"		1	1					2
17	100	Council Decision Point	Coral Evans	XIV	Flagstaff Cultural Partners has studied the impacts of arts and cultural tourism on the economy. MW - "and ...?"			1	1				2
18	89	Council Discussion Item	Coral Evans	XIV-12	ED.5.3. leverage of assets. Need a list of the policies that talk about preservation of these assets.			1					1
19	94	Council Decision Point	Coral Evans	XIV	Not enough specific information about economic trade between the City and the many sovereign nations who surround us			1					1
20	95	Council Decision Point	Coral Evans	XIV-9	More information needs to be provided under FUSD, NAU, SEDI, ECONA & City MW - "or less, Again the problem with lists."			1					1
21	92	Council Decision Point	Coral Evans	XIV-1	Item #3 what is our community's image and how are we defining it?								0
22			Flagstaff Chamber of Commerce	XIV-1	The region's economy, while independent, also influences and is influenced by the greater context of the global community. By continuing to be adaptable to the global economy and supportive with strategic investments supportive with targeted investments in economic development, the region will be able to increase business diversity and opportunities, supply local needs, increase exports, and build a broad tax base. Understanding that the purpose of economic development is to improve overall community prosperity, the region's residents and businesses support collaborative economic development activities resulting in balanced growth.								4

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23			Flagstaff Chamber of Commerce	XIV-1	This chapter focuses on the encouragement of private investment: This chapter focuses on three priority areas of public investment:								4
					1. Educational Partnerships Maintaining and expanding infrastructure to support and promote economic development.								4
					2. Balanced and diverse industries Concentrating development for higher efficiencies.								4
					3. Responsive government attuned to the need of job creation and retention. Maintaining and enhancing our community's image.								4
													4
24			Flagstaff Chamber of Commerce	XIV-1	"Our Vision for the Future: In 2030, the Flagstaff region enjoys a robust and resilient economy that is concurrently independent and globally connected. The region invests in education, workforce training, and job creation" - <i>This makes no mention of promoting growth.</i>								4
25			Flagstaff Chamber of Commerce	XIV-2	In Helpful Terms box: "Community Vitality" refers to the overall well-being of residents, <u>and the economic strength of the region.</u> The "livability index" is a means to quantitatively measure "quality of life" in a particular city. The number is based upon various factors, such as average wage, cost of living, pollution, social services, cultural opportunities, <u>job growth</u> , and diversity.								4
26			Flagstaff Chamber of Commerce	XIV-2	Flagstaff is home to a highly educated population, which presents the potential for increased <u>business diversity and wage growth</u> wages as time goes on.								4
27			Flagstaff Chamber of Commerce	XIV-3	Due to its geographically remote location, the region requires economic security and self sufficiency in the way of a responsive education system to effectively train a workforce for future needs, industrial land served by infrastructure, efficient communication and high-speed internet, a culture of healthy idea- exchange, accessible <u>affordable</u> housing options, efficient transportation, and protection of the existing high quality of life								4
28			Flagstaff Chamber of Commerce	XIV-3	Add a section on tourism industry in the Flagstaff region with goals and policies.. See attachment								4
		Inadvertently omitted from Parking Lot			Add a section on the airport with goals and policies. See attachment								4
29			Flagstaff Chamber of Commerce	XIV-4	A responsive government is one that goes beyond providing basic services; it understands the community vision (- <i>Which is what?</i>) and develops policies and procedures to create a healthy and sustainable business environment. Good government processes lead to transparency and consistent decision making. This is attractive to the businesses of tomorrow looking for a particular quality of life and a predictable business environment. Governing agencies can collaborate with regional economic development partners and use available economic development tools to identify ways to advance <u>Strategic targeted</u> investments in infrastructure, encourage private investment, create jobs, and encourage <u>ensure better planned</u> new development. This leads to overall increased community prosperity <u>and economic vitality.</u>								4

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Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
30			Flagstaff Chamber of Commerce	XIV-5	Flagstaff boasts a highly educated population (based on 2010 Census data, 39.4 percent of residents hold university degrees, compared to the national average of 24.4 percent). In addition, workforce training is a priority. Since our future workforce will focus on research/development and innovative thinking, regional efforts for education and training should provide for the full range of jobs, including all service industries, high-tech industries, manufacturing, customer service, innovative thinking, and creative problem-solving <u>and entrepreneurship</u> . A high-quality labor force is essential in attracting a new business, as it is a primary factor in determining a new business location as well as a local business' ability to expand. A well-trained, well-compensated, and diversified labor force contributes to a healthy local economy and positive community image.								4
31			Flagstaff Chamber of Commerce	XIV-5	The purpose of this chart is very unclear. Flagstaff cannot arbitrarily declare that someone in a particular profession should be paid a certain wage compared to another city. Remove average wage information.								4
32			Flagstaff Chamber of Commerce	XIV-6	In City of Flagstaff Public Schools table: No mention of student-to-teacher ratios.								4
33			Flagstaff Chamber of Commerce	XIV-6	Why is there no listing of the private and charter schools? They still significantly contribute to education in the city and could be an attractive option for families and businesses looking to move here.								4
34			Flagstaff Chamber of Commerce	XIV-7	Higher Education: This list should include the private higher education schools like College America.								4
35			Flagstaff Chamber of Commerce	XIV-7	Why is there no mention of the first-rate programs offered at NAU that can be directly related to the types of jobs that would be available in Flagstaff for a recent grad?								4
36			Flagstaff Chamber of Commerce	XIV-7	"The college currently supports a commuting student population and is not intended to become a residential facility or to develop athletic programs." - <i>What is the point of mentioning this?</i>								4
37			Flagstaff Chamber of Commerce	XIV-7	As quality employers and employees demand high-quality K-12 / pre-school through university education for their children and future workforce, the region's educational institutions are incorporating the Science, Technology, Engineering and Mathematics (STEM) Initiative, making Flagstaff America's first self-appointed STEM city, an initiative that is supported by the community.								4
38			Flagstaff Chamber of Commerce	XIV-7	Policy ED.2.2. Support collaborative workforce training efforts by Coconino Community College, Northern Arizona University, <u>High School</u> , and regional economic development partners.								4
39			Flagstaff Chamber of Commerce	XIV-9	In workforce training table, add Goodwill of Northern Arizona. County to appoint as a "one stop shop" for workforce development.								4
40			Flagstaff Chamber of Commerce	XIV-9	In workforce training table, "ECoNA: Facilitator among workforce development entities." - <i>Expand further, this seems awfully thin for what ECoNA does.</i>								4

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41			Flagstaff Chamber of Commerce	XIV-10	There needs to be greater recognition of the robust tourism industry here in Flagstaff. List some of the bigger sectors of the tourism industry; <u>Little America, Marriott, Snowbowl, Pulliam Airport</u> ; Add <u>Health Care: Flagstaff Medical Center, North Country</u> ; Research: <u>Lowell Observatory</u> ; Remove BNSF.								4
42			Flagstaff Chamber of Commerce	XIV-10	Policy ED.3.3. Strengthen the arts, culture and education sectors as important economic drivers in the community. Policy ED.3.4. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors. - Move ED.3.3 and ED.3.4								4
43			Flagstaff Chamber of Commerce	XIV-10	Policy ED.3.9. Protect existing business and industrial areas from encroachment and allow for their expansion. - Does this prevent someone from moving to Flagstaff or being 'home grown?'								4
44			Flagstaff Chamber of Commerce	XIV-11	The Flagstaff region emphasizes a diverse local economy, welcoming all industry sectors to help create a strong economic base. Strategic recruitment of targeted industry sectors will expand and diversify the economic base, benefiting the community as a whole. Economic development partners will work partners are encouraged to work together to develop and manage a strong, singular marketing message. Public private partnerships are needed to invest in the necessary infrastructure. Attraction efforts should focus on high-skill, high-wage and low-impact jobs as evidenced in Flagstaff's current growth sectors and emerging technologies.								4
45			Flagstaff Chamber of Commerce	XIV-11	Replace picture, it doesn't really seem to fit with business attraction.								4
46			Flagstaff Chamber of Commerce	XIV-12	There is no mention of how we are spending public funds to attract businesses in the Business Attraction Goals & Policies								4
47			Flagstaff Chamber of Commerce	XIV-12	Goal ED.4. Support efforts to recruit <u>diverse</u> new businesses and <u>diverse</u> industries compatible with the region .								4
48			Flagstaff Chamber of Commerce	XIV-12	Policy ED.4.7. Prioritize attraction of companies that contribute to low-impact and livable wage jobs. - This should just be ALL companies								4
49			Flagstaff Chamber of Commerce	XIV-13	Replace picture, Flagstaff doesn't have a rodeo anymore								4
50			Flagstaff Chamber of Commerce	XIV-13	Policy ED.5.2. Coordinate and manage community branding to effectively position the region for global marketing. - The city "managing" its brand could have the unintended consequence of discouraging particular sectors in the global marketplace from doing business in/with Flagstaff								4
	Recreation Chapter XV												
	Implementation												
1	104		Mayor Nabours	APP D	Annual report does not need to be this detailed. What has worked, what may need to be amended?		1			1	1	1	4

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Item #	Orig. Item	Status	Source	Page #	Comment	Council Priority							
	General - not chapter specific												
1	1	Council Consideration	Mark Woodson	TOC	Why do each of the 3 major sections mention the “Environment” and not the “People” or the “Place”		1	1	1			1	4
2	69	Council Consideration	Mark Woodson	General	We should add a statement for the entire document to say something to the effect that “Goals and Policies presented in this document do not override the community’s ability or inability to fund the recommended actions.”		1		1		1	1	4
3	1	Council Discussion Item	Jeff Oravitz		Simplify and streamline the plan. Concern with the complexity of the Plan and its contradictory nature.		1		1			1	3
4	27	Council Discussion Item	Jeff Oravitz		Plan Vote Date [Scheduled for discussion on December 17th]		1						1
	Clerical and Technical Edits - Text and Maps												
1	36	Council Consideration	P&Z Commission	VI-8	Define the term "Grey Water." - Put in glossary	1	1	1	1		1	1	6
2			Mayor Nabours	III-4	Amend pyramid to reflect moving strategies from Appendix B to a separate document						1		1
3	11	Preamble	P&Z Commission	III-1	Somewhere we should discuss the FMPO, what it really is, is it elected officials or appointed? City and County representation, etc. - Add to Glossary	1	1	1	1				4
4	2	Preamble	Coral Evans	II-2	Last paragraph under "Where We've Been" needs to accurately reflect the diverse population who helped build this town.		1	1	1				3
5	9	Council Consideration	P&Z Commission	II-5	Provide date for Map #4.	1		1	1		1	1	5
6	9	Council Consideration	Mark Woodson	I-4	The 1 st bullet of the last section should include “a mandate for or against development”.		1		1		1	1	4
7	19	Council Consideration	Mark Woodson	IV-12	Goal E&C 4 – reword to say “Integrate [delete 'the best'] available science into [delete 'all'] policies governing ...”		1		1		1	1	4
8	34	Council Decision Point	Jeff Oravitz	VI-13	WR.3.4 where appropriate "and practical"		1		1		1	1	4
9	37	Council Consideration	P&Z Commission	VI-18	Stormwater Facilities Map: Define dashed line (city limits)	1	1				1	1	4
10	34	Council Consideration	Mark Woodson	VI-19	Policy WR 6.1 – Remove the word “closely”.		1		1		1	1	4
11	35	Council Consideration	Mark Woodson	VI-19	Policy WR 6.2 – Remove the word “increasing”.		1		1		1	1	4
12	44	Council Consideration	Mark Woodson	VIII-3	Policy CC 1.1 – Remove the word “large” from the end of the sentence. It is important to consider preserving any stand of Ponderosa – if it is healthy and suitable.		1		1		1	1	4
13	48	Council Consideration	Mark Woodson	VIII-4	We should mention here that Transportation has its own Chapter 10		1		1		1	1	4
14	2	Council Consideration	Mark Woodson	IX-1	In the bottom box under “our Vision...”, the word “Image” at the end of the first sentence doesn’t make sense.		1		1		1	1	4
15	4	Council Consideration	Mark Woodson	IX-5	The 2 nd paragraph should be restated to say “Future trends foresee <u>a greater emphasis on</u> smaller houses, ...” so that we are not requiring only the housing types listed.		1		1		1	1	4
16	20	Council Consideration	Mark Woodson	IX-28	Policy LU 8.4 – delete “each urban” and change to neighborhoods... (plural)		1		1		1	1	4
17	40	Council Consideration	Mark Woodson	X-14	Policy T 6.6 – delete the word “Fully” from the start of the sentence.		1		1		1	1	4
18	43	Council Consideration	Mark Woodson	XII-6	Policy PF 1.2 – add “Allocate <u>available</u> public resources ...”		1		1		1	1	4
19	96	Council Decision Point	Mayor Nabours	XIV-8,9	Too many acronyms on table		1		1		1	1	4
20	68	Council Consideration	Mark Woodson	XV-6	Goal on this page is a misprint.		1		1		1	1	4
21	4	Council Decision Point	Celia Barotz	I-4	Include definition of Ordinance, and what happens when policies conflict Add to Glossary "Zoning Ordinance: A set of legally binding provisions adopted by the City Council to govern zoning. The Zoning Ordinance is used to implement the goals, objectives, and policies of the regional plan."	1		1			1		3
22	33	Council Decision Point	Jeff Oravitz	VI-13	Water Demand should also address new supplies		1		1			1	3

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23	35	Council Decision Point	Jeff Oravitz	VI-16	WR.5.2 add "when practical"		1		1			1	3
24	97	Council Decision Point	Mayor Nabours	XIV-6	Why list only public schools and not charter schools.				1		1	1	3
25	71	Council Consideration	P&Z Commission	X-6	Tables are confusing to read and hard to interpret. The symbols for the table are to be labeled , " <u>High Priority, Medium Priority, and Low Priority</u> " and accompanying text reorganized so that it better relates to the table.	1	1						2
26	83	Council Consideration	P&Z Commission	XII-8	Include citation in the Cinder Lake Landfill paragraph: "...In March 1999 the City purchased the landfill property (175 acres) plus an additional 168 acres from the U.S. Forest Service. <u>According to the City's Solid Waste section,</u> the landfill is expected to have a useful life of approximately 40 years..."	1			1				2
27	101	Council Decision Point	Coral Evans	XV-2	Under Community Partnerships - add the two Diamondback ballparks and Theatrikos building. Note: Theatrikos is mentioned in Community Character, Arts, Science and Education.		1	1					2
28	102	Council Decision Point	Coral Evans		Spell 'Murdoch' correctly	1		1					2
29	30		Jeff Oravitz	App B	Where should these strategies go? [Staff - Decision to move them to a separate document? Check]		1						1
30	50	Council Decision Point	Coral Evans	VIII-27	Education Resources Box - we do not mention the private higher education institutions, also include the Joe Montoya Senior Center to the list of various neighborhood centers			1					1
31	5	Preamble	Mark Woodson	IX-5	The paragraph on "Growth Areas" should end with "that housing has generally followed retail development <u>but sometimes the reverse occurs</u> ".		1		1		1	1	4
32	77	Council Consideration	P&Z Commission	X-3	Road Network illustration Map #25 - a.) Connect Lockett Rd to 66 b.) Add two Existing Interchange symbols at Flagstaff Ranch exit and the airport exit. MW - "OK"	1							1
33	81	Council Decision Point	Mayor Nabours	XII-10	Policy PF2.1 and 2.2 - cross-reference with "Cost of Development"		1						1
34	99	Council Decision Point	Coral Evans	XIV	There are a number of private colleges as well			1					1
35	75	Council Consideration	P&Z Commission	X-15	FUTS Map #27: need to add planned trail systems. MW - "Aren't these already shown. And should the difference between existing and planned be noted, or is that better handled elsewhere." [All proposed FUTS will be added - inadvertently omitted]								0
36	22	Council Decision Point	Jeff Oravitz	XI-3	Policy CD.1.5 missing word "rough"								0
37	53	Council Consideration	Mark Woodson	VIII-26	Policy CC 5.5 – This should be in a section for Economic Development		1		1		1	1	4
38	84	Council Consideration	P&Z Commission	XII-9	Include language about the reduction of waste volume and extending the life of the landfill.	1							1
	Preamble Items - Addressed in Proposed Prefatory Language												
1	6	Preamble	Mayor Nabours		Need a preface for the whole document similar to the note on Maps 7 & 8 stating that any word or phrase is not intended to become a rule.		1		1			1	3
2	7	Preamble	Mark Woodson		Use of the word "all" is mandatory		1		1			1	3
3	6	Preamble	Jeff Oravitz		Remove definitive language throughout document. Guide with suggestions.		1		1			1	3
4	4	Preamble	Jeff Oravitz	I-4	Purpose of the Regional Plan		1		1				2
5	5	Preamble	Jeff Oravitz		Clearly define if this is a policy document and what that means of if this is a guidebook and what that means.		1		1				2
6	7	Preamble	Jeff Oravitz		Visions need to include the protection of private property rights		1		1				2
7	13	Preamble	Jeff Oravitz	IV-15	Policy E&C.6.5 (preserving wetlands) has a property rights issues. What is inappropriate development?		1						1
8	14	Preamble	Jeff Oravitz	IV-19	policy E&C.10.3. - language too definitive		1						1
9	19	Preamble	Jeff Oravitz	V-1	Open Space Vision for the Future needs to be reviewed for property rights		1						1
10	33	Preamble	Mark Woodson	VI-16	Policy WR 5.5 – Change the word “require” to “encourage” in the 2 nd sentence.		1		1		1	1	4

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11	44	Preamble	Mayor Nabours		A preface could be developed that states that words like develop and promote are not directions to take a particular action. [This has already been completed]		1		1			1	3
12	43	Preamble	Mayor Nabours	VII-3	Policy E.1.6, E.1.8, E.1.9 the language is too definitive - says we will do these things- not maybe		1		1			1	3
13	20	Preamble	Jeff Oravitz	VII-3	Policies E.1.6 - 1.9 change the language from develop/support/incorporate to encourage/consider		1		1				2
14	52	Preamble	P&Z Commission/ Mayor Nabours	VIII-23	Policy CC.3.1. " <u>Encourage</u> " instead of "Require"	1	1		1				3
15	10	Preamble	Mark Woodson	IX-19	Policy LU 3.1 – change “confine” to “encourage”.		1		1		1	1	4
16	14	Preamble	Mark Woodson	IX-20	Policy LU 4.3 – change “provide” to “encourage”.		1		1		1	1	4
17	28	Preamble	Mark Woodson	IX-47	Policy LU 13.5 – delete as this is a private property issue.		1		1		1	1	4
18	26	Preamble	Jeff Oravitz	XII-10	Policy PF2.2 - do not use "Require"		1		1				2

Submitted from the Planning & Zoning Commission as a recommendation:

As none of the policies mention ordinances or programs that already exist within the City, it could be construed by the reader that the City is deficient in certain areas. **The proposed following statement acknowledges existing programs the City has in place that can supplement the new Plan's policies. It may function well as an introductory statement to a new Appendix B - Comprehensive List of Goals and Policies** (Assumes all strategies have been moved to a separate document):

"This appendix is a comprehensive list of all the goals and policies included in the Flagstaff Regional Plan. As noted previously in the Introduction, these goals and policies support the community's vision for Flagstaff and its region. They are, therefore, a statement or reflection of future intent and achievement (goals) supported by deliberate statements on how to achieve the goals and guide decisions (policies). While all the goals and policies in the Plan are directed to future needs and accomplishments, it is important to understand that many of them also reflect ongoing programs, initiatives, and actions already implemented by City, County, and other policy and decision makers."

Flagstaff Pulliam Airport

The Pulliam Airport is located on 795 acres on the southwest side of the City, just off I-17 with a traffic interchange, at an elevation of 7,011 feet above sea level. The airport was constructed in 1949 on United States Forest Service land deeded to the City through the Federal Airport Act. The federal government structured the land deed around the airport to support sustainable revenue streams, which are to support airport facilities and operations. Thus, land leasing and appropriate land use are important elements to future planning efforts for an Airport Business Park. An existing Pulliam Airport Masterplan governs the operations of the airport, with federal airport regulations and guidelines for airport expansion and growth. An Airport Business Park Plan (as an Activity Center) would guide and encourage appropriate use, infrastructure for business growth, and gateway opportunities outside of and around the actual airport land. The land currently surrounding the airport - which is not federal forest land - is currently zoned for industrial uses, and could support approximately 11 million square feet of commercial/business development, yet lacks the infrastructure (road, water, sewer, power and data) to support that growth. As a first step, APS is building a new substation in 2014.

PULLIAM AIRPORT GOALS AND POLICIES

Goal ED. 5. The Pulliam Airport will continue to serve the Northern Arizona region for air transportation, multi-modal connectivity and business growth potential.

Policy ED.5.1. Develop an Airport Business Park Specific Plan, outlining potential for connectivity, business and light industrial growth, and gateway opportunities.

Policy ED.5.2. Provide a clear process for becoming a business park leasee.



Tourism

Flagstaff prospers from its proximity to all the cultural and natural wonders of our region, including national parks, Route 66, Ponderosa pine forest, and tribal lands. These factors have led to healthy growth in our economy, with over four million visitors coming through Flagstaff each year. This visitation has created over 390 million visitors coming through Flagstaff each year. It is in our shared interest to increase tourism by offering a wider range of activities and attractions, along with the necessary amenities to support them. Expanding opportunities in eco-tourism, adventure-tourism, and heritage-tourism have great potential to increase the existing visitor base. Northern Arizona's extensive trail systems and high altitude are prime conditions for hosting special athletic events and establishing athletic training facilities for both domestic and international athletes. Furthermore, continued development of seasonal recreation activities strengthens year-round visitation to the Flagstaff area. Our Dark Sky designation is another unique attraction with possibilities for educational- and science-based tourism activities. Continued efforts to evolve downtown amenities, special events programming, area attractions, and access among different modes of travel will contribute to a heightened travel experience, resulting in greater economic prosperity for Flagstaff and the region.

TOURISM GOALS AND POLICIES

Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage-, eco-, and adventure-tourism.

Policy ED.6.2. Encourage cultural tourism with the advancement of heritage sites and special events.

Policy ED.6.3. Develop a business plan for an annual Native American Pow-Wow.

Policy ED.6.4. Develop a business plan for an annual regional rodeo.

Policy ED.6.5. Continue to advance high-altitude athletic training and "extreme sport" events and programs.

Policy ED.6.6. Encourage business education about the importance of tourism and its positive impacts on our region.

